FEDERAL REGISTER

VOLUME 9 NUMBER 240

Washington, Saturday, December 9, 1944

Regulations

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 5117]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

RUCKER'S IMPERIAL BREEDING FARM, INC., ET AL.

§ 3.6 (a) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Government connection:* § 3.6 (a) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Organization and operation:* § 3.6 (a) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Stock:* § 3.6 (i) *Advertising falsely or misleadingly—History of product or offering:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (dd) *Advertising falsely or misleadingly—Special or limited offers:* § 3.6 (ee) *Advertising falsely or misleadingly—Terms and Conditions:* § 3.72 (e) *Offering deceptive inducements to purchase or deal—Free goods:* § 3.72 (n) *Offering deceptive inducements to purchase or deal—Special offers, savings and discounts:* § 3.72 (n10) *Offering deceptive inducements to purchase or deal—Terms and conditions.* In connection with the offering for sale, sale and distribution of baby chicks or other poultry in commerce, (1) representing that respondents are R. O. P. poultry breeders or that they operate a poultry plant under the supervision of an official from the agency supervising United States Record of Performance Work; or in any other manner misrepresenting the egg-production record for the strain from which their baby chicks are hatched or the extent of supervision maintained over respondents' flocks or the extent to which their hens have established records in egg-laying or other breeding contests; (2) representing that baby chicks hatched from eggs produced on farms other than those owned and controlled by the respondents were hatched from eggs produced at the hatcheries operated by the respondents; (3) representing that any number of chicks will be delivered free, when such delivery is contingent upon the purchase of other chicks from the respondents; (4) representing that a certain number of chicks will be supplied with the purchase of a stated number of chicks unless the additional chicks so specified are actually delivered; or (5) representing that respondents are making a special offer to a limited number of prospective purchasers for advertising or display purposes or otherwise, when such offer is made available to purchasers generally, without restriction as to number or location; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Rucker's Imperial Breeding Farm, Inc., et al., Docket 5117, October 21, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 21st day of October, A. D. 1944.

In the Matter of Rucker's Imperial Breeding Farm, Inc., a Corporation; Famous Poultry Farms, Inc., a Corporation; Hillview Poultry Farms, Inc., a Corporation; Ross R. Salmon, Individually, and as an Officer of Rucker's Imperial Breeding Farm, Inc., a Corporation, Famous Poultry Farms, Inc., a Corporation, and Hillview Poultry Farms, Inc., a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers of the respondents, and a stipulation as to the facts entered into upon the record, which stipulation provides, among other things, that the Commission may proceed upon the facts as stipulated without further evidence (the report of the trial examiner, briefs of counsel, and oral argument being expressly waived); and the Commission having duly approved said stipulation and having made its findings as to the facts and conclusion that the respondents Rucker's Imperial Breeding Farm, Inc., a corporation, and Ross R. Salmon, individually, have violated the provisions of the Federal Trade Commission Act:

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FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following legal holidays, by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington, D. C.

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It is ordered, That the respondent Rucker's Imperial Breeding Farm, Inc., a corporation, and its officers, and the respondent Ross R. Salmon, an individual, and their respective representatives, agents, and employees, directly or through any corporate or other device in connection with the offering for sale, sale, and distribution of baby chicks or other poultry in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing that respondents are R. O. P. poultry breeders or that they operate a poultry plant under the supervision of an official from the agency supervising United States Record of Performance Work; or in any other manner misrepresenting the egg-production record for the strain from which their baby chicks are hatched or the extent of supervision maintained over respondents' flocks or the extent to which their hens have established records in egg-laying or other breeding contests.

2. Representing that baby chicks hatched from eggs produced on farms other than those owned and controlled by the respondents were hatched from eggs produced at the hatcheries operated by the respondents.

3. Representing that any number of chicks will be delivered free, when such delivery is contingent upon the purchase of other chicks from the respondents.

4. Representing that a certain number of chicks will be supplied with the purchase of a stated number of chicks unless

the additional chicks so specified are actually delivered.

5. Representing that respondents are making a special offer to a limited number of prospective purchasers for advertising or display purposes or otherwise, when such offer is made available to purchasers generally, without restriction as to number or location.

It is further ordered, That the complaint herein be, and the same hereby is, dismissed as to the respondents Famous Poultry Farms, Inc., a corporation, and Hillview Poultry Farms, Inc., a corporation.

It is further ordered, That the respondents shall within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44-18622; Filed, Dec. 8, 1944; 11:20 a. m.]

[Docket No. 5217]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

B. F. SHRIVER CO.

§ 3.45 (e) *Discriminating in price—Indirect discrimination—Brokerage payments.* In connection with the sale and distribution of vegetable products or other commodities in commerce, paying or granting to any buyer, directly or indirectly, anything of value as brokerage, or any commission, compensation, allowance, or discount in lieu thereof, upon purchases made for such buyer's own account; prohibited. (Sec. 2 (c), 49 Stat. 1527; 15 U.S.C., sec. 13 (c)) [Cease and desist order, B. F. Shriver Company, Docket 5217, October 23, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 23rd day of October A. D. 1944.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, which answer admits all of the material allegations of fact set forth in said complaint and waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of subsection (c) of section 2 of the Act of Congress entitled, "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914 (the Clayton Act), as amended by an Act of Congress approved June 19, 1936 (the Robinson-Patman Act) (U.S.C. Title 15, sec. 13):

It is ordered, That the respondent, B. F. Shriver Company, a corporation, and its officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with the sale and distribution of vegetable products or other commodities in commerce, as "commerce" is defined in the Clayton Act, do forthwith cease and desist from:

Paying or granting to any buyer, directly or indirectly, anything of value as brokerage, or any commission, compensation, allowance, or discount in lieu thereof, upon purchases made for such buyer's own account.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 44-18621; Filed, Dec. 8, 1944; 11:20 a. m.]

TITLE 22—FOREIGN RELATIONS

Chapter I—Department of State

[Departmental Reg. 4]

PART 58—CONTROL OF PERSONS ENTERING AND LEAVING UNITED STATES PURSUANT TO THE ACT OF MAY 22, 1918, AS AMENDED

EXCEPTIONS TO REGULATIONS

Pursuant to the authority vested in me by section 1 of Proclamation 2523 of the President, issued on November 14, 1941 (6 F.R. 5821), under authority of section 1 of the act of Congress approved May 22, 1918 (40 Stat. 559; 22 U.S.C. 223), as amended by the act of Congress of June 21, 1941 (55 Stat. 252; 22 U.S.C. 223, Sup.), § 58.3 of the regulations issued by me on November 25, 1941, as amended, is further amended by the substitution of a new paragraph for paragraph (d), as follows:

§ 58.3 *Exceptions to regulations in §§ 58.1–58.2.* * * *

(d) When traveling between points in the Virgin Islands of the United States and points in the British Virgin Islands, the British islands of Anguilla, St. Kitts, and Nevis; the French island of St. Bartholemew and the French portion of the island of St. Martin; the Netherlands islands of St. Eustatius and Saba, or the Netherlands portion of the island of St. Martin: *Provided,* That this exception shall not be applicable to any such person who is not a resident of one of the aforesaid islands or who, if such a resident, is traveling to or arriving from a place outside of the Virgin Islands of the United States for which a valid passport is required under these rules and regulations; or

[SEAL] E. R. STETTINIUS, Jr., *Acting Secretary of State.*

NOVEMBER 30, 1944.

[F. R. Doc. 44-18620; Filed, Dec. 8, 1944; 11:20 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[Amdt. 257]

PART 622—CLASSIFICATION

MISCELLANEOUS AMENDMENTS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service regulations, Second Edition, are hereby amended in the following respect:

1. Amend paragraph (a) of § 622.15 to read as follows:

§ 622.15 *Class I-C: Member of land or naval forces or registrant honorably separated therefrom.* (a) In Class I-C shall be placed or retained:

(1) Every registrant who is, or who by induction, enlistment, or appointment becomes a commissioned officer, warrant officer, field clerk, pay clerk, or enlisted man of the Regular Army, the Navy, the Marine Corps, the Coast Guard, the federally recognized active National Guard, the Officers' Reserve Corps, the Army of the United States, the Regular Army Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve (other than temporary), or any other branch or component of the land or naval forces; or

(2) Every registrant who is a cadet of the United States Military Academy, a midshipman of the United States Naval Academy, or a cadet of the United States Coast Guard Academy; or

(3) Every registrant who has been separated from the land or naval forces by death at any time (each such registrant shall be identified in the manner provided in § 622.86); or

(4) Every registrant who has been separated from the land or naval forces on or after September 16, 1940, by Honorable Discharge or Discharge Under Honorable Conditions or by an equivalent type of release from the service if the registrant was a commissioned officer or warrant officer. A registrant placed in Class I-C under the provisions of this subparagraph shall be retained in Class I-C unless his reclassification is specifically authorized by the Director of Selective Service. (Each such registrant shall be identified in the manner provided in § 622.86-1.)

2. Amend § 622.41 to read as follows:

§ 622.41 *Class IV-A: Man deferred by reason of age.* In Class IV-A shall be placed or retained every registrant who has attained the thirty-eighth anniversary of the day of his birth, other than (1) a registrant who is eligible for classification in Class I-C, Class IV-D, or Class IV-E; or (2) a registrant who after being classified in Class IV-E is assigned to and is performing work of national importance under civilian direction.

3. Amend § 622.61 to read as follows:

§ 622.61 *Class IV-F: Morally unfit.* In Class IV-F shall be placed or retained:

(a) Every registrant who has been separated from the land or naval forces by

discharge other than an Honorable Discharge or a Discharge Under Honorable Conditions, or an equivalent type of release from service if the registrant was a commissioned officer or a warrant officer. A registrant, age 18 through 37, placed in Class IV–F under the provisions of this subparagraph shall be retained in Class IV–F unless his reclassification is specifically authorized by the Director of Selective Service.

(b) Every registrant who under the procedures and standards prescribed by the land and naval forces is found to be morally unacceptable for training and service or under the procedures and standards prescribed by the Director of Selective Service is found to be morally unacceptable for assignment to work of national importance; *Provided,* That if the local board finds that any such registrant is "regularly engaged in" an agricultural occupation or endeavor essential to the war effort (§ 622.25–1), in an activity in war production (§ 622.22), or in an activity in support of the national health, safety, or interest (§ 622.21), he shall not be classified in Class IV–F but shall be classified in Class II–C, Class II–B, or Class II–A, as the case may be.

4. Amend § 622.62 to read as follows:

§ 622.62 *Class IV–F: Physically or mentally unfit.* In Class IV–F shall be placed every registrant who is found to be physically or mentally unfit for general military service or who is found to be physically and mentally fit for limited service only; *Provided,* That if the local board finds that any such registrant is "regularly engaged in" an agricultural occupation or endeavor essential to the war effort (§ 622.25–1), in an activity in war production (§ 622.22), or in an activity in support of the national health, safety, or interest (§ 622.21), he shall not be classified in Class IV–F but shall be classified in Class II–C, Class II–B, or Class II–A, as the case may be.

5. Amend § 622.86 to read as follows:

§ 622.86 *Identifying registrants who are deceased.* Whenever a registrant dies, the local board will enter the abbreviation "Dec." on all of its records with reference to such registrant.

The foregoing amendments to the Selective Service regulations shall be effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

DECEMBER 6, 1944.

[F. R. Doc. 44–18566; Filed, Dec. 7, 1944; 2:31 p. m.]

[Amdt. 268]

PART 623—CLASSIFICATION PROCEDURE

CONSIDERATION OF CLASSES

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service regulations, Second Edition, are hereby amended in the following respect:

1. Amend the center heading preceding § 623.21 to read as follows: "Order in Which Classes Are To Be Considered."

2. Amend paragraph (a) and add paragraph (c) to § 623.21 to read as follows:

§ 623.21 *Consideration of classes.* (a) Upon undertaking to classify any registrant, consideration shall be given to the following classes in the order listed and the registrant shall be classified in the first class for which grounds are established:

Class I–C.	Class II–B.
Class IV–D.	Class II–A.
Class IV–B.	Class III–D.
Class IV–A.	Class IV–C.
Class II–C.	Class IV–F (moral).

(c) Whenever any registrant is found to be physically or mentally unfit for general military service or is found to be physically and mentally fit for limited service only, he shall be placed in Class IV–F unless the local board determines to place him in one of the classes listed in paragraph (a) of this section.

The foregoing amendments to the Selective Service regulations shall be effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

DECEMBER 6, 1944.

[F. R. Doc. 44–18567; Filed, Dec. 7, 1944; 2:31 p. m.]

[Amdt. 269]

PART 642—DELINQUENCY

CLASSIFICATION OF REGISTRANT DELINQUENT

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, Selective Service Regulations, Second Edition, are hereby amended in the following respect:

Amend § 642.12 to read as follows:

§ 642.12 *Classification of registrant delinquent.* (a) Any registrant delinquent between the ages of 18 and 38, other than a registrant delinquent who has been separated from the land or naval forces, may be classified in or reclassified into Class I–A, Class I–A–O, or Class IV–E, whichever is applicable, regardless of other circumstances.

(b) Any registrant delinquent who has been separated from the land or naval forces may be classified in or reclassified into Class I–A, Class I–A–O, or Class IV–E, whichever is applicable, provided his reclassification out of Class I–C or Class IV–F (moral) has been specifically authorized by the Director of Selective Service.

The foregoing amendment to the Selective Service regulations shall be effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and shall be effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

DECEMBER 6, 1944.

[F. R. Doc. 44–18579; Filed, Dec. 7, 1944; 3:51 p. m.]

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 177; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 1010—SUSPENSION ORDERS

[Suspension Order S–658]

RATHBORNE LUMBER & SUPPLY CO., INC.

Rathborne Lumber & Supply Company, Inc., a corporation having its principal place of business in Harvey, Louisiana furnished lumber and other building materials to persons engaged in construction when it knew or had reason to believe that the materials so furnished would be used in construction not authorized by the War Production Board and in violation of Conservation Order L–41. Such sales were made with knowledge of the provisions of Conservation Order L–41, which prohibited deliveries under such circumstances, and constituted wilful violations of the order.

The violations by the company of Conservation Order L–41 diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.658 *Suspension Order No. S–658.* (a) Rathborne Lumber & Supply Company, Inc., shall not for a period of sixty days from the effective date of this order apply or extend any preference ratings for the delivery of lumber as defined in Order L–335 regardless of the delivery date named in any purchase order to which such ratings may be applied or extended.

(b) The restrictions and prohibitions contained herein shall apply to Rathborne Lumber & Supply Company, Inc., its successors and assigns or persons acting in its behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

(c) Nothing contained in this order shall be deemed to relieve Rathborne Lumber & Supply Co., Inc., its successors or assigns, from any restriction, prohibition or provision contained in any order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on December 7, 1944.

Issued this 27th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18581; Filed, Dec. 7, 1944; 4:43 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-659]

WESTSIDE SASH, DOOR, MILL & CABINET WORKS

Thomas Bourg, doing business as Westside Sash, Door, Mill & Cabinet Works, Harvey, Louisiana, is engaged in the business of selling building materials. During the spring of 1944 sales of material in amounts varying from $150 to $1,800 were made by him to individuals and partnerships engaged in construction jobs, when he knew that the materials sold would be used in construction unauthorized by the War Production Board and in violation of Conservation Order L-41. The material was furnished with knowledge of Conservation Order L-41, and the furnishing of such material constituted wilful violations of the order.

These violations of Order L-41 have diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.659 *Suspension Order No. S-659.* (a) Thomas Bourg shall not for a period of sixty days from the effective date of this order apply or extend any preference ratings or use any CMP allotment symbols, regardless of the delivery date named in any purchase order to which such ratings may be applied or extended or on which CMP allotment symbols are used.

(b) The restrictions and prohibitions contained herein shall apply to Thomas Bourg (doing business as Westside Sash, Door, Mill & Cabinet Works or under any other name), his successors and assigns or persons acting on his behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

(c) Nothing contained in this order shall be deemed to relieve Thomas Bourg, his successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on December 7, 1944.

Issued this 27th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18582; Filed, Dec. 7, 1944; 4:43 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-660]

WESTSIDE IMPROVEMENT CO.

J. R. Blake and J. A. Friesen compose a partnership doing business under the name of Westside Improvement Company, Harvey, Louisiana, engaged in the business of furnishing labor and materials and constructing houses and other structures under contract. They furnished labor and material for the construction of houses in and near Harvey, Louisiana, when they knew or had reason to believe that the material would be used in violation of Conservation Order L-41. They had knowledge of Conservation Order L-41 and the violations of the order were wilful. These violations of Order L-41 have diverted critical materials to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.660 *Suspension Order No. S-660.* (a) J. R. Blake and J. A. Friesen shall not for a period of sixty days from the effective date of this order apply or extend any preference ratings or use any CMP allotment symbols, regardless of the delivery date named in any purchase order to which such ratings may be applied or extended or on which CMP allotment symbols are used.

(b) The restrictions and prohibitions contained herein shall apply to J. R. Blake and J. A. Friesen (doing business as Westside Improvement Company or under any other name), their successors and assigns or persons acting on their behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

(c) Nothing contained in this order shall be deemed to relieve J. R. Blake and J. A. Friesen (doing business as Westside Improvement Company or under any other name), their successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on the 7th day of December 1944.

Issued this 27th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18583; Filed, Dec. 7, 1944; 4:43 p. m.]

PART 931—PASSENGER AUTOMOBILES

[Supplementary General Limitation Order L-2-g, Interpretation 1]

EXPERIMENTAL MODELS OF PASSENGER AUTOMOBILES

The following interpretation is issued with respect to Supplementary General Limitation Order L-2-g:

In order to avoid any misunderstanding in connection with the making of experimental models of passenger automobiles, it should be clearly understood that such models cannot be made except pursuant to Priorities Regulation 23. They are not permitted to be made under Supplementary General Limitation Order L-2-g. This order, issued January 21, 1942, prohibits the manufacture of passenger automobiles "either for civilian or for military use or for export"; and the making of an experimental model is regarded as manufacture for "civilian use".

Priorities Regulation 23 covers experimental models of consumer or industrial products, and hence experimental models of passenger automobiles may be made only pursuant to that regulation. Priorities assistance for making experimental models permitted to be made under the terms of Priorities Regulation 23 may be obtained under Order P-43.

Issued this 8th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18623; Filed, Dec. 8, 1944; 11:25 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-630, Reinst. and Amdt.]

BENJAMIN A. EDLSTEIN

Benjamin A. Edlstein, 15 West 47th Street, New York City, engaged in the business of buying and selling diamonds was suspended on September 23, 1944, effective September 30, 1944, by Suspension Order No. S-630. He appealed from the provisions of the Suspension Order and, pending final determination of the appeal or until further order, the Suspension Order was stayed by the Chief Compliance Commissioner on October 27, 1944. At the request of respondent, on November 14, 1944, the stay was revoked and the order reinstated to run for its unexpired period, subject to the respondent's right to be heard orally on the merits of the appeal and further order from the Deputy Chief Compliance Commissioner as a result thereof.

Respondent was heard orally and after further consideration of the appeal the Deputy Chief Compliance Commissioner on December 7, 1944 dismissed the appeal and directed that the order be reinstated and amended so as to expire on January 17, 1945.

In view of the foregoing: *It is hereby ordered,* That:

§ 1010.630 *Suspension Order No. S-630,* issued September 23, 1944 and effective September 30, 1944, be and hereby is reinstated and amended to show the date of expiration as January 17, 1945.

Issued this 7th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18700; Filed, Dec. 7, 1944; 4:43 p. m.]

PART 3114—SIMPLIFICATION AND STANDARDIZATION OF PORTABLE TOOLS, CHUCKING EQUIPMENT, MECHANICS' HAND SERVICE TOOLS, FILES, HACK AND BAND SAWS, VISES, MACHINE TOOL ACCESSORIES

[Limitation Order L-216, Schedule II, as Amended Dec. 8, 1944]

WRENCHES

§ 3114.3 *Schedule II to Limitation Order L-216*—(a) *Definitions.* For the purpose of this schedule:

(1) "Wrench" means any wrench of any type specifically mentioned in Appendix A of this schedule, including any drive tools therefor. Wrenches of a type not specified in Appendix A of this schedule are not subject to its provisions.

(2) "Producer" means any person engaged in the production of wrenches.

(3) "Distributor" means any person who purchases wrenches for purposes of resale, excluding persons who purchase wrenches for resale to their own employees and persons who purchase wrenches for resale as accessories for delivery with or use with items of their own manufacture.

(4) "Ultimate consumer" means any person who purchases wrenches other than a distributor.

(5) "Alloy steel" means only those alloy steels which are in the series listed in Exhibit B to General Preference Order E-6.

(6) "Nominal", when applied to any over-all length specification contained in this schedule, means that such over-all length specification is subject to a production tolerance or allowance of one-half inch over or one-half inch under the given specification; provided that a "nominal" specification does not permit the production of two different size wrenches under the one specification.

(b) *Restrictions on production.* (1) No producer shall commence processing any carbon or alloy steel for the production of any wrench unless such wrench when completed shall conform to all provisions of this schedule which are applicable thereto.

(2) Where any provision of this schedule prohibits the production of any wrench heretofore produced by a producer and such producer believes this imposes unreasonable hardship upon him, application for specific permission to continue the production of such wrench for the life of usable dies acquired by the producer prior to March 25, 1943 may be made to the War Production Board. Application for such permission may be made by filing a letter in triplicate setting forth a detailed description of the wrench for which permission to continue production is sought, the number of usable dies for such wrench on hand, the date of their acquisition, and the approximate number of wrenches or parts therefor which such dies are capable of producing.

(c) *Limitation on the use of steel.* Except where alloy steel only is specified, producers may make any of the permitted types of wrenches out of carbon or alloy steel. However, they must not make the same type in both carbon and alloy steel unless specifically permitted to do so by Appendix A of this schedule.

(d) *Limitation on styles, grades and dimensions.* Except where specifically permitted by Appendix A of this schedule, no producer shall:

(1) Make more than one style or pattern of any type of wrench.

(2) Make more than one grade of any type of wrench.

(3) Make any size wrench permitted by Appendix A of this schedule to more than one set of dimensions.

(e) *Limitation on finishes.* (1) Wrenches may have finishes applied to them only to the following extent: They may be coated with oil or grease compound or chemical black, or lacquered, parkerized, or lead or zinc coated.

(2) Polishing is prohibited except to the extent necessary to make the wrench usable for the purposes intended; in no event shall any wrench be polished on more than one wheel, or one belt, or one similar polishing device.

(f) [Revoked Dec. 8, 1944.]

(g) *Limitations on sizes and inventories.* (1) No producer shall make any wrenches of any type specified in Appendix A of this schedule except in the sizes therein authorized and for the purposes therein set forth.

(2) If, with respect to any type of wrench, it is indicated that one or more sizes on Appendix A shall be selected, each producer shall select such sizes as he may desire to manufacture within the limitations prescribed, not to exceed the number so indicated and shall forthwith give notice of his selection in writing to the War Production Board, Tools Division, Reference: L-216, Schedule II. The producer may thereafter apply to the War Production Board for leave to amend his original selection, but unless and until such leave is granted by the War Production Board in writing, the original selection shall remain binding upon such producer.

(3) No producer or distributor shall maintain inventories of any wrenches of any type specified in Appendix A of this schedule except in the sizes in which inventories are specifically permitted by such Appendix A in the hands of either producers or distributors.

(h) *Limitation on segregation by brand or trade name.* Notwithstanding the provisions of any contract or purchase order, no producer shall hold or reserve wrenches for a particular customer if deliveries under orders from other customers entitled to preference will be delayed thereby, whether or not such wrenches are stamped or marked with a special brand or trade name.

(i) *Exemptions.* Notwithstanding any other provisions of this schedule, the following are exempt from the provisions herein contained.

(1) The production of any wrenches which has been commenced prior to May 31, 1943, provided such wrenches will be completed within ninety days after May 31, 1943.

(2) Wrenches for Whitworth and Metric bolts and nuts;

(3) Shanks, chucks, or sockets for power driven nut runners or impact power drivers.

(j) *Applicability of other orders.* All the provisions of General Preference Order E-6 which are not inconsistent with the provisions of this schedule shall apply to the production and delivery of wrenches.

Issued this 8th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

APPENDIX A

I. WRENCHES, OPEN-END, NON-ADJUSTABLE

(a) *Type: Engineers', double-head, 15° angle, normal duty.* (1) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size combination specified by such ultimate consumer.

(2) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following size combinations (stated in wrench openings in inches):

5/16 and 13/32	13/16 and 7/8
3/8 and 7/16	13/16 and 15/16
7/16 and 1/2	7/8 and 15/16
7/16 and 9/16	7/8 and 31/32
1/2 and 9/16	7/8 and 1
1/2 and 17/32	15/16 and 1
9/16 and 5/8	15/16 and 1 1/16
17/32 and 11/16	15/16 and 1 1/8
5/8 and 3/4	31/32 and 1 1/16
11/16 and 25/32	1 and 1 1/8
3/4 and 13/16	1 1/16 and 1 1/4
3/4 and 7/8	15/16 and 1 1/2
25/32 and 7/8	1 7/16 and 1 5/8

Provided, however, A producer may make this type in the following additional size combinations for such producer's own inventory:

7/8 and 1 1/16	2 3/8 and 2 1/4
1 1/16 and 1 7/8	3 and 3 3/8
1 13/16 and 2	3 1/8 and 3 1/2
2 1/4 and 2 5/8	

(b) *Type: Engineers', double-head, 15° angle, heavy duty.* (1) This type shall be made of alloy steel only.

(2) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size combination specified by such ultimate consumer, except that no wrench of this type shall be made with a wrench opening of less than 9/16" or more than 1 5/8".

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following size combinations (stated in wrench openings in inches):

5/16 and 1/4	1 1/16 and 25/32
1/4 and 5/16	9/16 and 13/16
5/16 and 3/8	25/32 and 13/16
5/16 and 13/32	9/16 and 7/8
3/8 and 7/16	7/8 and 15/16
7/16 and 1/2	15/16 and 1 1/16
1/2 and 9/16	1 and 1 1/8
9/16 and 5/8	1 1/16 and 1 1/4
13/32 and 11/16	1 1/8 and 1 5/16
5/8 and 3/4	

Provided, however, A producer may make this type in the following additional size combinations for such producer's own inventory:

1⅜ and 1½
1⁵⁄₁₆ and 1⅝
1⁷⁄₁₆ and 1⅝

(c) *Type: Engineers', single-head, 15° angle, normal duty.* (1) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size specified by such ultimate consumer.

(2) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following sizes (stated in wrench openings in inches):

⅜	3¹⁄₃₂
⁹⁄₁₆	1
½	1¹⁄₁₆
⁹⁄₁₆	1⅛
1⁹⁄₃₂	1¼
⅝	1⁵⁄₁₆
1¹¹⁄₁₆	1⁷⁄₁₆
¾	1½
2⁵⁄₃₂	1⅝
1³⁄₁₆	1¹¹⁄₁₆
⅞	1⅞
1⁵⁄₁₆	2¼

(d) *Type: Engineers', single-head, 15° angle, heavy duty.* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size specified by such ultimate consumer.

(3) No producer shall make this type for his own inventory except in the following sizes (stated in wrench openings in inches):

1¹¹⁄₁₆	2¼
1⅞	2⅜
2	

(4) No distributor shall acquire this type for his inventory or shelf stock.

(e) *Type: Check nut, or thin-head, double-head 15° angle.* (1) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size specified by such ultimate consumer.

(2) No producer shall make this type wrench for his own inventory except in the following size combinations (stated in wrench openings in inches):

⅜ and ⁷⁄₁₆	⅞ and 1⁵⁄₁₆
½ and ⁹⁄₁₆	⅞ and 1
½ and 1⁹⁄₃₂	1⁵⁄₁₆ and 1¹¹⁄₁₆
⁹⁄₁₆ and ⅝	1 and 1⅛
1⁹⁄₃₂ and 1¹¹⁄₁₆	1¹¹⁄₁₆ and 1¼
⅝ and ¾	1¹¹⁄₁₆ and 1⁷⁄₁₆
1¹¹⁄₁₆ and 2⁵⁄₃₂	1⅛ and 1⁵⁄₁₆
¾ and 1³⁄₁₆	1⅛ and 1½
¾ and ⅞	1¼ and 1⁷⁄₁₆
1³⁄₁₆ and ⅞	1¼ and 1⅝

(3) No distributor shall acquire this type for his inventory or shelf stock.

(f) *Type: Tappet, double-head, 15° angle.* (1) [Revoked Mar. 23, 1944]

(2) No producer shall make this type wrench except in the following size combinations (stated in wrench openings in inches):

⅜ and ⁷⁄₁₆	½ and ⁹⁄₁₆
⁷⁄₁₆ and ½	⅝ and 1¹⁄₁₆,
⁷⁄₁₆ and 1⁷⁄₃₂	¾ and ⅞

(3) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(g) *Type: Set screw, double-head, 22½° angle.* (1) No producer shall make this type wrench except in the following size combinations (stated in wrench openings in inches):

¼ and ⁵⁄₁₆	⁹⁄₁₆ and ⅝
⁵⁄₁₆ and ⅜	¾ and ⅞
⁷⁄₁₆ and ½	1 and 1⅛

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(h) *Type: Tool post, double-end.* (1) No producer shall make this type wrench except in the following size combinations (stated in wrench openings in inches):

Closed end inches		*Open end inches*
⁷⁄₁₆	and	⁷⁄₁₆
½	and	½
½	and	⁹⁄₁₆
⁹⁄₁₆	and	⁹⁄₁₆
⅝	and	⅝
⅝	and	1¹⁄₁₆
1¹⁄₁₆	and	1¹⁄₁₆
¾	and	¾

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(3) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any combination of sizes or head patterns specified by such ultimate consumer.

(i) *Type: Ignition (or electrical), double-head.* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any combination of sizes or head angles, and in any head pattern specified by such ultimate consumer.

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock in more than eight size combinations. Sizes of openings and angles of heads are optional, provided that such wrenches may be made only in the size range of 1⁹⁄₃₂" to ⁷⁄₁₆", inclusive.

(j) *Type: Structural, offset tapered handle.* (1) No producer shall make this type wrench except in the following sizes (stated in wrench openings in inches):

⁷⁄₁₆	1¹⁄₁₆
½	1⅛
⁹⁄₁₆	1¼
1⁹⁄₃₂	1⁵⁄₁₆
⅝	1⁷⁄₁₆
1¹¹⁄₁₆	1½
¾	1⅝
2⁵⁄₃₂	1¹¹⁄₁₆
1³⁄₁₆	1¹¹⁄₁₆
⅞	1⅞
1	2

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(3) No producer shall make any size wrench of this type in more than one length of tang.

(4) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size opening or type of opening specified by such ultimate consumer.

(k) *Type: Construction, 15° angle.* (1) No producer shall make this type wrench except in the following sizes (stated in wrench openings in inches):

⁷⁄₁₆	1¹⁄₁₆
½	1⅛
⁹⁄₁₆	1¼
1⁹⁄₃₂	1⁵⁄₁₆
⅝	1⁷⁄₁₆
1¹¹⁄₁₆	1½
¾	1⅝
2⁵⁄₃₂	1¹¹⁄₁₆
1³⁄₁₆	1¹¹⁄₁₆
⅞	1⅞
1	2

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(3) No producer shall make any size wrench of this type in more than one length of tang.

(4) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size opening or type of opening specified by such ultimate consumer.

(l) *Type: Car, double end.* (1) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size opening specified by such ultimate consumer.

(2) No distributor shall acquire this type for his own inventory or shelf stock.

(3) No producer shall make this type for his own inventory, except in the following sizes:

⅝ and 1⁷⁄₁₆	1⁷⁄₁₆ and 1½
1⁷⁄₁₆ and ⅞	1⁷⁄₁₆ and 1⅝
1⁷⁄₁₆ and 1	1½ and 1¹¹⁄₁₆
⅞ and 1⁷⁄₁₆	1½ and 1⅞
1⁷⁄₁₆ and 1⅛	1¹¹⁄₁₆ and 1⅞
1⁷⁄₁₆ and 1⁵⁄₁₆	1¹¹⁄₁₆ and 2¹⁄₁₆
1 and 1⅛	1¹¹⁄₁₆ and 2⅜
1⁷⁄₁₆ and 1¼	1⅞ and 2¹⁄₁₆
1⅛ and 1⁷⁄₁₆	1⅞ and 2¼
1⅛ and 1½	1⅞ and 2⁷⁄₁₆
1⁷⁄₁₆ and 1½	2⁷⁄₁₆ and 2⁷⁄₁₆
1⁷⁄₁₆ and 1¹¹⁄₁₆	

(m) *Prohibited types.* No producer shall make the following types of open-end, non-adjustable wrenches:

Offset wrenches and wrenches having an angle other than 15° or 22½°.

Check-nut, single-head wrenches (except to fill specific orders placed directly or indirectly by an ultimate consumer).

"S" wrenches, except car wrenches.

Alligator wrenches.

Machine wrenches (heavy wrenches for planers, milling machines, lathes, drill presses, etc., having cross sections thicker than the producer's standard for other types).

II. WRENCHES, ADJUSTABLE, BOLT AND NUT, AND PIPE

(a) *Type: 22½° angle single end.* (1) A producer may make this type of both carbon and alloy steel.

(2) No producer shall make this type wrench except in the following sizes (stated in nominal over-all length in inches):

4	12
6	15 or 16
8	18
10	24

(3) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(b) *Type: Adjustable "S", malleable iron handle.* (1) No producer shall make this type wrench except in the following sizes (stated in nominal over-all length in inches):

6	12
8	14
10	

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(c) *Type: Auto, normal duty and heavy duty.* (1) No producer shall make this type wrench except in the following sizes (stated in nominal over-all length in inches):

6	15
9	18
11	

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(d) *Type. Monkey, with metal grip.* (1) No producer shall make this type wrench except in the following sizes (stated in nominal over-all length in inches):

10	18
12	21
15	

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(e) *Type. Screw, key model:* A producer may make this type only in the following sizes (stated in nominal over-all length in inches and jaw openings in inches) to fill a specific order placed directly or indirectly by an ultimate consumer:

28	5⅛
36	6¼
48	9½

(f) *Type: Pipe (Stillson, Trimo, Rigid, etc.), steel handle, normal duty and heavy duty.* (1) No producer shall make this type wrench except in the following sizes (stated in nominal over-all length in inches):

6	18
8	24
10	36
14	48

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(g) *Type: Pipe, chain (or tongs).* (1) No producer shall make this type wrench except in the following sizes:

Nominal over-all length (inches)	
13¾	42
20	50
27	64
35	85

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(h) *Type: Pipe and fittings, chain (or tongs).* (1) No producer shall make this type wrench except in the following sizes:

Nominal over-all length (inches)	
13¾	42
20	50
27	64
35	

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(i) *Prohibited types:* No producer shall make the following types of adjustable, bolt and nut, or pipe wrenches:

Pocket wrenches.
Combination pipe and monkey wrenches.
Adjustable 22½° double end wrenches.

III. BOX WRENCHES

(a) *Type: Double-head, 12 point, alloy steel, 15° or 45° offset (short length).* (1) This type shall be made of alloy steel only.

(2) No producer shall make this type wrench except in the following size combinations (stated in wrench openings in inches):

5/16 and ⅜	9/16 and ⅝
⅜ and 7/16	⅝ and 11/16
7/16 and ½	⅝ and ¾
½ and 9/16	

(3) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(4) No producer shall make any size wrench of this type in both the 15° and 45° pattern.

(b) *Type: Double-head, 12 point, 15° offset (short length).* (1) [Revoked Mar. 23, 1944]

(2) No producer shall make this type wrench except in the following size combinations (stated in wrench openings in inches):

¼ and 5/16	⅝ and 11/16
⅜ and 7/16	¾ and 25/32
½ and 9/16	13/16 and ⅞

(3) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(c) *Type: Double-head, 12 point, alloy steel, 15° and 45° offset (regular length).* (1) This type shall be made of alloy steel only.

(2) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size combination specified by such ultimate consumer except that no wrench of this type shall be made with a wrench opening larger than 1⅝".

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following size combinations (stated in wrench openings in inches):

⅜ and 7/16	¾ and ⅞
7/16 and ½	13/16 and ⅞
½ and 9/16	15/16 and 1
9/16 and ⅝	1 1/16 and 1⅛
19/32 and 11/16	1¼ and 1 5/16
⅝ and 11/16	1¼ and 1⅜
⅝ and ¾	1 7/16 and 1½
¾ and 25/32	

Provided, however, A producer may make this type in the following additional size combination for such producer's own inventory:

1 7/16 and 1⅝

(d) *Type: Double-head, 12 point carbon steel, 45° offset (regular length).* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size combination specified by such ultimate consumer except that no wrench of this type shall be made with a wrench opening larger than 1⅝".

(3) No producer shall make this type for his own inventory and no distributor shall acquire this type for his inventory or shelf stock except in the following size combinations (stated in wrench openings in inches):

⅜ and 7/16	13/16 and ⅞
½ and 9/16	15/16 and 1
⅝ and 11/16	1 1/16 and 1⅛
¾ and 25/32	

(e) *Type: Stub, 12 point (heavy duty).* (1) This type shall be made of alloy steel only.

(2) No producer shall make this type wrench whether for an ultimate consumer or for such producer's own inventory except in sizes from 1 1/16" to 3⅛", inclusive.

(3) No distributor shall acquire this type for his inventory or shelf stock.

(f) *Type: Slugging or striking face, 6 or 12 point (heavy duty).* (1) A producer may make this type in any size.

(2) There are no restrictions on carrying this type in inventory.

(g) *Type: Combination box and open-end.* (1) [Revoked Mar. 23, 1944]

(2) No producer shall make this type wrench for his own inventory and no distributor shall acquire this type for his inventory or shelf stock except in the following sizes (stated in wrench openings in inches):

5/16	13/16
⅜	⅞
7/16	15/16
½	1
9/16	1 1/16
⅝	1⅛
11/16	1¼
¾	

Provided, however, A producer may make this type in the following additional sizes for such producer's own inventory:

1 5/16 1 7/16

(h) *Type: Single-end, flare nut, 12 point.* (1) This type shall be made of alloy steel only.

(2) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size specified by such ultimate consumer, except that no wrench of this type shall be made with a wrench opening larger than 2".

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following sizes (stated in wrench opening larger than 2".

⅝	13/16
7/16	15/16
½	⅞
9/16	1
⅝	1 1/16
11/16	1⅛
¾	

IV. SOCKET WRENCHES

(a) *Type: ¼" square drive.* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type together with any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size, style, or pattern specified by such ultimate consumer.

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following sizes:

Hexagon socket opening (distance across flats) Inch	Square socket opening (distance across flats) Inch
3/16	3/16
7/32	7/32
¼	¼
9/32	5/16
5/16	⅜
11/32	
⅜	
7/16	

(4) No producer shall make any size wrench of this type with hexagon socket in both 6 and 12 point or with square socket in both 4 and 8 point.

(5) No producer may make drive tools for his own inventory and no distributor shall acquire drive tools for his inventory or shelf stock except as follows:

Sliding T-handle.
Spin type speeder.
Ratchets (types not limited).
2" (nominal) extension.
6" (nominal) extension.
6" (nominal) hinged handle.
Cross bar.

(6) [Deleted Apr. 4, 1944]

(b) *Type: 3/8" square drive.* (1) [Revoked Mar. 23, 1944]

(2) No producer shall make this type wrench except in those quantities required to service necessary replacements of existing wrenches of this type required by customers who have been previously sold by such producer.

(3) No distributor shall acquire this type for his inventory or shelf stock.

(c) *Type: ⅜" square drive.* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type together with any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size, style, or pattern specified by such ultimate consumer.

(3) No producer shall make this type for his own inventory, and no distributor shall

acquire this type for his inventory or shelf stock except in the following sizes:

OPENINGS IN INCHES (DISTANCE ACROSS FLATS)

Regular 12 Point Pattern	*Flex 12 Point Pattern*
3/8	3/8
7/16	7/16
1/2	1/2
9/16	9/16
5/8	5/8
11/16	11/16
3/4	3/4
Detachable Crowfoot	*Deep Pattern*
7/16	3/8
1/2	7/16
9/16	1/2
5/8	9/16
3/4	5/8
13/16	11/16
7/8	3/4
1	13/16
1 1/4	
1 3/8	

(4) No producer may make drive tools for his own inventory and no distributor shall acquire drive tools for his inventory or shelf stock except as follows:

Speeder, crank type.
Sliding T-handle.
Ratchets (types not limited).
3" (nominal) extension.
6" (nominal) extension.
9" (nominal) extension.
12" (nominal) extension.
Universal joint.
Hinged handle.
Cross bar.

(5) [Deleted Apr. 4, 1944]

(d) *Type: 1/2" square drive.* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type together with any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size, style, or pattern specified by such ultimate consumer.

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following sizes:

OPENINGS IN INCHES (DISTANCE ACROSS FLATS)

Regular Pattern 12 Point	*Deep Pattern 12 Point*	*Square Pattern 8 Point*
7/16	7/16	7/16
1/2	1/2	1/2
9/16	9/16	9/16
19/32	5/8	5/8
5/8	11/16	11/16
11/16	3/4	3/4
3/4	13/16	13/16
25/32	7/8	7/8
13/16	15/16	1
7/8	1	
15/16	1 1/16	
1	1 1/8	
1 1/16		
1 1/8		
1 3/16		
1 1/4		

(4) No producer may make drive tools for his own inventory and no distributor shall acquire drive tools for his inventory or shelf stock except as follows:

47/64" screw driver bit, drag link pattern.
15/16" screw driver bit, drag link pattern.
1 3/16" screw driver bit, drag link pattern.
Speeder, crank type.
Sliding T-handle.
Ratchets (types not limited).
5" (nominal) extension.
10" (nominal) extension.
20" (nominal) extension.
Universal joint.
Stud removers.
Choice of 15" or 18" (nominal) hinged handle.
Cross bar.

(5) [Deleted Apr. 4, 1944]

(e) *Type: 3/4" square drive, hexagon.* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type together with any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size, style, or pattern specified by such ultimate consumer.

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following sizes:

REGULAR PATTERN—12 POINT

SOCKET OPENINGS (DISTANCE ACROSS FLATS) INCHES

NOTE: First four items added Dec. 8, 1944.

3/4	1 1/4	1 5/8
7/8	1 5/16	1 11/16
15/16	1 3/8	1 3/4
1	1 7/16	1 15/16
1 1/16	1 1/2	1 7/8
1 1/8	1 9/16	2
1 3/16		

(4) No producer may make drive tools for his own inventory and no distributor shall acquire drive tools for his inventory or shelf stock except as follows:

Sliding T-handle.
Ratchet.
8" (nominal) extension.
16" (nominal) extension.
Universal joint.
Hinged handle.
Cross bar.

(5) [Deleted Apr. 4, 1944]

(f) *Type: 1" square drive.* (1) [Revoked Mar. 23, 1944]

(2) A producer may make this type together with any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size, style, or pattern specified by such ultimate consumer.

(3) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in the following sizes:

SOCKET OPENINGS (DISTANCE ACROSS FLATS) INCHES

1 7/8	2 1/4	2 3/4
2	2 3/8	2 15/16
2 1/8	2 1/2	3 1/8
2 3/16	2 5/8	

(4) No producer shall make any size wrench of this type in both 6 and 12 point.

(5) No producer may make drive tools for his own inventory and no distributor shall acquire drive tools for his inventory or shelf stock except as follows:

Sliding T-handle.
Ratchet.
8" (nominal) extension.
17" (nominal) extension.
Cross bar.

(6) [Deleted Apr. 4, 1944]

(g) *Type: Drawn steel sockets.* (1) A producer may make this type and any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size specified by such ultimate consumer.

(2) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory, or shelf stock.

(h) *Type: Socket wrench drive adaptors.*

(1) [Revoked Mar. 23, 1944]

(2) A producer may make this type in any size.

(3) There are no restrictions on carrying this type in inventory.

(i) *Type: Integral, T-handle and offset, square and hexagon opening.* (1) A producer may make this type together with any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size, style, or pattern specified by such ultimate consumer.

(2) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock except in those sizes cataloged by such producer on March 25, 1943.

(j) *Type: Spinner, hexagon, straight.* (1) No producer shall make this type wrench except in the following sizes:

SOCKET OPENINGS (DISTANCE ACROSS FLATS) INCHES

9/16	9/32	3/8
7/32	5/16	7/16
1/4	11/32	1/2

(2) There are no restrictions on carrying this type wrench in inventory in the permitted sizes.

(k) *Type: Spinner, special wrenches for industrial applications.* (1) A producer may make this type to fill a specific order placed directly or indirectly by an ultimate consumer in any size specified by such ultimate consumer.

(2) No producer shall make this type for his own inventory, and no distributor shall acquire this type for his inventory or shelf stock.

(l) *Type: Special socket wrenches and drive tools for refrigeration and carburetor applications.* (1) A producer may make this type together with any drive tools therefor to fill a specific order placed directly or indirectly by an ultimate consumer in any size, style, or pattern specified by such ultimate consumer.

(2) A producer may make this type for his own inventory and a distributor may acquire this type for his inventory or shelf stock only in 1/4" and 3/8" drives.

[F. R. Doc. 44-19224; Filed, Dec. 8, 1944; 11:25 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 31, as Amended Dec. 8, 1944]

AMMUNITION BRASS STRIP, ROD AND TUBE

The following amended direction is issued pursuant to CMP Reg. 1:

(a) To enable brass mills to best schedule mills at capacity, the services have agreed to a cut-off date on directives covering ammunition brass strip, rod, and tube.

(b) Accordingly, on the last day of each month each brass mill is to close its order books for the following month for ammunition brass strip, rod, and tube. Immediately thereafter it must report any open capacity for producing brass strip, rod, and tube (whether or not reserved for ammunition) in its mill for that month in writing to the Copper Division, War Production Board.

(c) Within 48 hours of receipt of notice from Army or Navy contractors cancelling items previously directed on forms CMPL 259 A, B and C, a brass mill must inform the Copper Division by letter, in duplicate, stating the CMPL Directive Number and the type and amount of material cancelled.

NOTE: This reporting requirement has been passed pursuant to the Federal Reports Act of 1942.

Issued this 8th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18626; Filed, Dec. 8, 1944; 11:25 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M-73, as Amended Dec. 8, 1944]

WOOL

§ 3290.286 *Conservation Order M-73*—(a) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(b) *Definitions.* In this order:

(1) "Wool" means the fiber from the fleece of the sheep or lamb, or the hair of the Angora goat (mohair) or the Cashmere goat, camel, alpaca, llama, vicuna, and related fibers, including carpet wool, but does not include noils, waste, tanners' wool waste, reprocessed or reused wool, or yarn or cloth;

(2) "Waste" means the by-product resulting from carding, combing, spinning and subsequent operations on any system, but does not include the by-product resulting from scouring and carbonizing operations;

(3) "Put into process" means:

(i) On the worsted system, the first operation of drawing after combing;

(ii) On any other system using tops, cut tops or broken tops, the first operation of cutting, breaking, picking or carding, as the case may be;

(iii) On the woolen, felt, or any other system not using tops, the first operation after scouring, carbonizing, dusting or similar cleaning or preparatory process;

(4) [Deleted Nov. 19, 1943]

(c) *Restrictions.* (1) No person shall put into process any wool other than carpet wool or mohair for the manufacture of any floor covering.

(2) [Deleted Dec. 8, 1944]

(3) No spinner shall deliver on an unrated order any knitting yarn which he puts into process in the period from May 21, 1944 through July 30, 1944. No spinner shall deliver on unrated orders more than fifty per cent of the knitting yarn which he puts into process in the period from July 31, 1944, through October 29, 1944. (No spinner is hereby relieved from the requirements of Priorities Regulation 1 to accept and fill rated orders placed with him regardless of the percentage of his production covered by such orders.) He shall in each such period produce at least the same proportion of knitting yarn to all other Bradford yarn as he produced in the first calendar quarter in 1944.

In this subparagraph "yarn" means yarn containing wool, produced on spinning, twisting or roving frames on the Bradford system; "spinner" means a person who produced in the first calendar quarter in 1944, or who hereafter produces, such knitting yarn for use by himself or others; calculations shall be in pounds.

(d) *Prohibition against sales or deliveries.* No person shall sell, deliver, or accept any material if he knows, or has reason to believe, such material is to be used in violation of this order.

(e) *General exceptions.* The restrictions of this order shall not apply to any person to the extent that such person puts wool into process for the making of wool products entirely by hand, including the spinning and weaving of the cloth.

(f) *Equitable distribution.* It is the policy of the War Production Board that wool, noils, waste, tanners' wool waste, and reprocessed or reused wool, and yarns, cloth, felts and products containing any of the foregoing, not required to fill rated orders, shall be distributed equitably. In making such distribution due regard shall be given to essential civilian needs, and there should be no discrimination in the acceptance or filling of orders as between persons who meet the seller's regularly established prices and terms of sale or payment. Under this policy every seller of such items, so far as practicable, should make available an equitable proportion of his merchandise to his customers periodically without prejudice because of their size, location or relationship as affiliated outlets. It is not the intention to interfere with established channels and methods of distribution unless necessary to meet war or essential civilian needs. If voluntary observance of the policy outlined is inadequate to achieve equitable distribution, the War Production Board may issue specific directions to named concerns. A failure to comply with a specific direction shall be deemed a violation.

(g) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(h) *Violations.* Any person who wilfully violates any provision of this order, or who in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(i) *Reports.* Every person classified below, to whom the form is sent by the War Production Board or by the Bureau of the Census, shall, within the period specified in the reporting form, file with the War Production Board, or the Bureau of the Census, whichever is specified in the form, each form applicable to him, giving the information required, as follows:

NOTE: Table amended Dec. 8, 1944.

Who shall file:	*Form Number*
1. A person in the business of putting into process wool or wool tops, or who has wool or wool tops put into process by another for his account.	WPB-2857 (formerly PD-274).
2. A person in the business of operating woolen, worsted or felting machinery.	WPB-2857, WPB-1420.
3. An owner, or a consignee from a grower, of wool, noils, waste, tanners' wool waste, reprocessed or reused wool.	WPB-295.

(j) *Communications to the War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, in writing, be addressed to: War Production Board, Textile, Clothing and Leather Division, Washington 25, D. C., Reference: M-73.

NOTE: The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 8th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18627; Filed, Dec. 8, 1944; 11:25 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M-73, Direction 3, as Amended Dec. 8, 1944]

USE AND DELIVERY OF WORSTED YARN

Direction 3 to General Conservation Order M-73 is amended to read as follows:

1. No spinner shall deliver on unrated orders or use except in the manufacture of materials to fill rated orders:

(a) More than 50% of the Bradford weaving yarn and Bradford knitting yarn produced from the wool or other fibers which he puts into process during the period from October 30, 1944, through January 28, 1945.

(b) More than 50% of the French weaving yarn produced from the wool or other fibers which he puts into process during the period from October 30, 1944, through January 28, 1945.

(c) More than 50% of the French knitting yarn produced from the wool or other fibers which he puts into process during the period from October 30, 1944, through December 16, 1944.

(d) Any of the French knitting yarn produced from the wool or other fibers which he

puts into process during the period from December 17, 1944, through February 17, 1945.

2. Each spinner shall, during the period from December 17, 1944, through February 17, 1945, put into process for the production of French knitting yarn (and continue in process until production is completed) at least an amount of wool and other fibers that shall be in the same proportion to the amount of wool and other fibers he puts into process for the production of all French yarn during this period, as his production of French knitting yarn in the month of October 1944 was to his production of all French yarn during that month.

3. In this direction: "spinner" means a person who produces worsted yarn for use by himself or others; "put into process" means the first operation of drawing after combing; "worsted yarn" means yarn containing wool produced on spinning, twisting or roving frames or mules on the Bradford or French worsted systems; "French yarn" means worsted yarn produced on the French worsted system; "Bradford yarn" means worsted yarn produced on the Bradford worsted system; calculations shall be in pounds.

(No person is hereby relieved from the requirements of Priorities Regulation 1 to accept and fill rated orders placed with him regardless of the percentage of his production covered by such orders.)

Issued this 8th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18628; Filed, Dec. 8, 1944; 11:25 a. m.]

PART 3296—SAFETY AND TECHNICAL EQUIPMENT

[General Limitation Order L-266, as Amended Dec. 8, 1944]

STERILIZER EQUIPMENT

The fulfillment of requirements for the defense of the United States has created a shortage in the supply for defense, for private account and for export of the materials entering into the manufacture of sterilizer equipment; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3296.91 *General Limitation Order L-266*—(a) *Definitions.* For the purposes of this order:

(1) "Sterilizer equipment" means the following types of sterilizers, as each is hereinafter defined, and includes heating elements when such elements are an integral part of such sterilizers: Pressure sterilizers, bulk pressure sterilizers, pressure water sterilizers, non-pressure water sterilizers, non-pressure instrument sterilizers, non-pressure utensil sterilizers, baby bottle pasteurizers and sterilizers, bedpan steamers, boiling type bedpan sterilizers, laboratory pressure sterilizers, bedpan washers and field sterilizers. The term shall not include used or rebuilt sterilizer equipment, nor any parts or materials for the repair or maintenance of existing sterilizer equipment, nor shall it include any pressure cooker designed for processing foods.

(2) "Pressure sterilizer" means a sterilizer having a volumetric capacity of less than 40,000 cubic inches which is designed to utilize steam under pressure in order to free articles from living pathogenic microorganisms.

(3) "Bulk pressure sterilizer" means a sterilizer having a volumetric capacity of 40,000 cubic inches or more which is designed to utilize steam under pressure in order to free articles from living pathogenic microorganisms. It may or may not include attachments for fumigating purposes.

(4) "Pressure water sterilizer" means a sterilizer which is designed to heat water to a temperature higher than 212° F. in order to free it from living pathogenic microorganisms.

(5) "Non-pressure water sterilizer" means a sterilizer which is designed to free water from living pathogenic microorganisms by means of boiling.

(6) "Non-pressure instrument sterilizer" means a sterilizer which is designed to free surgical, medical and dental instruments and similar articles from living pathogenic microorganisms by subjecting them to a boiling liquid. The term shall not include any such sterilizer which contains metal in no part other than the heating element, lid and essential hardware.

(7) "Non-pressure utensil sterilizer" means a sterilizer which is designed to free hospital or medical utensils and similar articles from living pathogenic microorganisms by subjecting them to boiling water.

(8) "Baby bottle pasteurizer and sterilizer" means equipment designed to free baby bottles from living pathogenic microorganisms and to pasteurize baby milk formulas. The term shall not include any such equipment having a capacity of twelve bottles or less.

(9) "Bedpan steamer" means a sterilizer designed to free bedpans, urinals and similar articles from living pathogenic microorganisms by subjecting them to live steam.

(10) "Boiling type bedpan sterilizer" means a sterilizer designed to free bedpans, urinals and similar articles from living pathogenic microorganisms by subjecting them to boiling water.

(11) "Laboratory pressure sterilizer" means a sterilizer which is designed to free articles from living pathogenic microorganisms by utilizing steam under pressure and which is specially designed for use in a laboratory.

(12) "Bedpan washer" means apparatus designed to wash (and, in some cases, to sterilize) bedpans, urinals, and similar articles, and which may or may not be equipped with flushing mechanism.

(13) "Field sterilizer" means any sterilizer which is designed for use in the field and which is manufactured for delivery to or for the account of (i) the Army or Navy of the United States, or (ii) any agency of the United States Government for delivery to or for the account of the government of any country pursuant to the Act of March 11, 1941, entitled, "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(14) "Manufacturer" means any person engaged in the manufacturing, fabricating or assembling of sterilizer equipment.

(15) "Distributor" means any person who purchases sterilizer equipment solely for the purpose of resale without further fabrication.

(b) *Restrictions on the manufacture of sterilizer equipment.* (1) Except as provided in subparagraph (2) of this paragraph (b), no manufacturer shall manufacture or continue the manufacture of any sterilizer equipment other than the permitted sizes of the permitted types set forth in Schedule A attached to this order.

(2) Any sterilizer equipment which was in the process of fabrication on February 24, 1943, and which cannot be completely fabricated within the restrictions of Schedule A, attached to this order, may be further fabricated after said date only to the extent specifically authorized by the War Production Board. Any manufacturer requesting such specific authorization shall file a statement in duplicate with the War Production Board setting forth in detail the number of units of each type in process of fabrication on February 24, 1943, the extent of the fabrication, the amount of materials required to complete fabrication, the reasons why such units cannot be converted to the permitted types and sizes set forth in Schedule A, and any other facts supporting the request for specific authorization.

(c) *Restrictions on the use of copper and copper base alloys in the manufacture of non-pressure instrument sterilizers.* No manufacturer shall incorporate any copper or copper base alloy in the manufacture of any non-pressure instrument sterilizer (other than field sterilizers), except as follows:

(1) Brass castings, containing not more than 74% copper or 2% tin, or such greater amounts as may be specifically authorized by the War Production Board pursuant to paragraph (c) (2) (iv) of Order M-9-c;

(2) Copper or copper base alloy may be used in electrical circuits and draincocks;

(3) Copper base alloy sheet may be used in non-pressure instrument sterilizers which are 20 in. in length by 10 in. in width by 9 in. in depth or larger in size; and

(4) Copper or copper base alloy may be used in trays and tray-lifting devices.

(d) *Restrictions on the sale and delivery of sterilizer equipment.* (1) Except as provided in subparagraph (2) of this paragraph (d), no person shall sell or deliver any sterilizer equipment, except to or for the account of:

(i) The Army or Navy of the United States; or the Veterans Administration;

(ii) Any agency of the United States Government for delivery to or for the account of the government of any country pursuant to the Act of March 11, 1941, entitled, "An Act to Promote the Defense of the United States" (Lend-Lease Act);

(iii) Any person to whom an export license covering the specific equipment has been issued by the Foreign Economic Administration: *Provided, however,* That delivery shall not be made to any per-

son holding an export license which was issued prior to February 24, 1943, unless such export license has been revalidated by the Foreign Economic Administration after said date;

(iv) Any person who has been authorized on Form GA-1456 to buy and accept delivery of the specific sterilizer equipment and whose purchase order bears the following certification (in addition to the certification in Priorities Regulation 7): "Delivery approved on Form GA-1456 under Direction 1 to CMP Regulation 6" (NOTE: Authorization on Form GA-1456 is issued for approved projects upon application on Form WPB-617.);

(v) Any distributor (distributors may sell or deliver only to persons to whom sale or delivery is authorized to be made by this paragraph (d) (1).); or

(vi) Any other person who has filed Form WPB-1319 and has been specifically authorized on such form by the War Production Board to receive the specific sterilizer equipment and has furnished to his supplier one copy of such form signed in the name of the War Production Board. (As a general rule, authority to receive sterilizer equipment will be granted only in cases where the equipment will receive general use and where essentiality is clearly established.)

(2) The restrictions set forth in subparagraph (1) of this paragraph (d) shall not apply to the sale or delivery of the following sterilizers, but production and shipping schedules of such sterilizers shall be listed on Form WPB-2232 (formerly Form PD-774) in accordance with the provisions of paragraph (f) of this order:

(i) Non-pressure instrument sterilizers which are not more than 16" in length by 6" in width by 4" in depth (with a permitted variation of 10 per cent from the specified dimensions) in size; or

(ii) Laboratory pressure sterilizers.

(3) No person shall purchase or accept delivery of any sterilizer equipment if he knows or has reason to believe that the delivery of such sterilizer equipment is prohibited by the terms of this order.

(e) *Applications on Form WPB-1319.* Each person seeking authorization, as permitted by paragraph (d). (1) (vi) of this order, to receive sterilizer equipment shall prepare Form WPB-1319 in accordance with the current instructions for such form. (Form WPB-1319 and instructions may be obtained at the local field offices of the War Production Board).

(f) *Production and shipping schedules and restrictions thereon.* (1) On or before the 15th day of July, 1943, and on or before the 5th day of each succeeding calendar month, each manufacturer of sterilizer equipment shall file with the War Production Board in triplicate on Form WPB 2232 (Formerly Form PD-774), his proposed production and shipping schedules of sterilizer equipment for the period required by such form. Upon receipt of such form, the War Production Board will approve the proposed production and shipping schedules or make such changes therein as it shall deem necessary, and will thereupon return to the manufacturer a copy of such form as approved or changed.

(2) In addition to the restrictions contained in paragraphs (b), (c) and (d) of this order, each manufacturer shall produce and ship sterilizer equipment in accordance with his production and shipping schedule as approved or changed by the War Production Board, regardless of any preference rating which any order may bear or any order or regulation of the War Production Board.

(g) *Other allocation action.* With respect to sterilizer equipment, the War Production Board may, notwithstanding any other order, preference rating, or regulation of the War Production Board:

(1) Direct the return or cancellation of any unfilled order on the books of a manufacturer; or

(2) Cancel orders placed with one manufacturer and direct that they be placed with another manufacturer.

(h) *Reports.* The reporting requirements in this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. All persons affected by this order shall also file such other reports as may be required from time to time by the War Production Board, subject to approval by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(i) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production and sales.

(j) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(k) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(l) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(m) *Correspondence.* Reports to be filed and other communications concerning this order shall be addressed to the War Production Board, Safety and Technical Equipment Division, Washington 25, D. C., Ref: L-266.

Issued this 8th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

Permitted types	*Permitted sizes*[1]
Pressure sterilizer (cylindrical).	8" diameter by 16" Length 16" diameter by 24" Length 20" diameter by 28" Length 20" diameter by 36" Length 30" diameter by 54" Length
Pressure sterilizer (rectangular).	Any sizes with a capacity between 20,000 and 40,000 cubic inches
Pressure water sterilizer (single tank or pairs).	8 gallon capacity per tank 15 gallon capacity per tank 25 gallon capacity per tank
Non-pressure instrument sterilizer.	13" length by 5" width by 3¾" depth 16" length by 6" width by 4" depth 20" length by 10" width by 9" depth 22" length by 12" width by 10" depth
Non-pressure utensil sterilizer.	24" length by 16" width by 16" depth 24" length by 20" width by 20" depth
Baby bottle pasteurizer and sterilizer (36 bottles).	22" length by 12" width by 10" depth
Horizontal laboratory pressure sterilizer (cylindrical) (single pressure wall or double pressure wall).	16" diameter by 24" length 20" diameter by 28" length 20" diameter by 36" length
Vertical laboratory pressure sterilizer (cylindrical).	11" diameter by 24" length 14" diameter by 36" length
Bedpan steamer	24" length by 16" width by 16" depth
Boiling type bedpan sterilizer.	24" length by 16" width by 16" depth
Bulk pressure sterilizer.	No restriction
Field sterilizer	No restriction
Bedpan washer	No restriction

[F. R. Doc. 44-18625; Filed, Dec. 8, 1944; 11:25 a. m.]

PART 3301—CORK, ASBESTOS AND FIBROUS GLASS

[Conservation Order M-79, as Amended Dec. 8, 1944]

ASBESTOS

§ 3301.6 *Conservation Order M-79*—(a) *References to Canadian grades.* References to Canadian grades of asbestos are in accordance with the Canadian Chrysotile Asbestos Classification as revised December 1, 1942, and adopted by the Quebec Asbestos Producers Association March 22, 1943.

(b) [Revoked Dec. 8, 1944.]

[1] A variation of not more than 10 per cent in the specified dimensions and capacities will be permitted.

(c) *Restrictions on Canadian asbestos.* On and after November 1, 1943: (1) No person shall process Canadian crudes or spinning fibre Grades 3F or 3K for asbestos textiles of commercial grade (as defined in paragraph (7) (a) of A. S. T. M. Designation D-299-42).

(2) No person shall accept delivery of Canadian crudes or spinning fibre Grades 3F or 3K for the manufacture of compressed asbestos sheet packing.

(3) No person shall accept delivery of Canadian fibre Grades 3F, 3K, 3R, or 3T for the manufacture of 85% magnesia or other high temperature molded insulations.

(4) No person shall put into process Canadian spinning fibre Grades 3F or 3K at a greater monthly rate than his average monthly consumption for June and July 1943.

(5) No person shall put into process during any one calendar month Canadian spinning fibre Grades 3R or 3T in amount by weight greater than 20 per cent of the finished compressed asbestos sheet packing which he produced during that month.

(6) No person shall process Canadian spinning fibre Grade 3R for textile purposes during any calendar quarter unless during that quarter he uses at least one ton of Rhodesian Fibre Grade C&G/3 for textile purposes for every five tons of Canadian Spinning Fibre Grade 3R.

(d) *Exemption for waste asbestos materials.* Waste or scrap materials produced in the fabrication, spinning or processing of asbestos fibre which cannot be reprocessed and used in fabricating, spinning or processing operations permitted under the foregoing limitations of this order, may be sold or disposed of without restriction under this order.

(e) *Reports.* The War Production Board may send copies of Form WPB-2917 or WPB-2918 to any person who manufactures any product containing asbestos or who maintains a stock of asbestos. The person receiving the forms shall return them with the required information to the War Production Board on or before the following 10th of the month.

(f) *Prohibitions against sales or deliveries.* No person shall sell or deliver asbestos fibre or any product made therefrom if he knows or has reason to believe such material or product is to be used in violation of the terms of this order.

(g) *Special directions.* The War Production Board at its discretion may at any time issue special directions to any person with respect to his use, processing, delivery or acceptance of delivery of any grade or type of asbestos, notwithstanding any other provision of this order.

(h) *Miscellaneous provisions*—(1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of War Production Board, as amended from time to time.

(2) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(3) *Forms.* Forms WPB-2917 and WPB-2918, referred to in paragraph (e), have been approved by the Bureau of the Budget in accordance with Federal Reports Act of 1942.

(4) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States Government is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

(5) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Cork, Asbestos & Fibrous Glass Division, Washington 25, D. C., Ref.: M-79.

Issued this 8th day of December 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18629; Filed, Dec. 8, 1944; 11:25 a. m.]

Chapter XI—Office of Price Administration

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 291,[1] Amdt. 5]

CERTAIN SYRUPS AND MOLASSES

A statement of considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 291 is amended in the following respects:

1. Section 1 (b) is amended by inserting between the words "cane syrup" and "produced" the word "completely."

2. Section 7 (c) (1) is amended to read as follows:

(1) Packers' and producer-packers' (as to portion packed by producer) maximum prices for country cane syrup delivered to the customary receiving point of the buyer in the southern zone shall be as follows:

$5.16 per case of 6 No. 10 cans.
$5.41 per case of 12 No. 5 cans.
$5.66 per case of 24 No. 2½ cans.
$6.13 per case of 40 No. 1½ cans.
$4.16 per case of 24 No. 2 cans.
$3.11 per case of 24 No. 1½ cans.

The "southern zone" includes the states of Georgia, Alabama, Florida, North Carolina and South Carolina.

3. Section 7 (c) (2) is amended in two places by inserting following the words "For packers" and before the word "located" the words "and producer-packers' (as to portion packed by producer)."

4. Section 7 (g) is added to read as follows:

(g) The maximum prices set forth in section 7 (f) (1), (2), (3) and (4) shall apply to sellers at wholesale and retail (distributors, traders, truckers, etc.) who cannot be classified as wholesalers or retailers under the provisions of Maximum Price Regulations 421, 422 and 423.

5. Section 8 (a) is amended by inserting following the phrase, "packers' maximum prices for delivery" and before the phrase "in the southern zone" the phrase "to the customary receiving point of the buyer."

6. Section 8 (a) (1) is amended to read as follows:

(1) The "southern Zone" includes the states of Georgia, Alabama, Florida, North Carolina and South Carolina.

7. Section 9a is added to read as follows:

SEC. 9a. *Maximum prices for syrups and molasses packed in tin containers of odd sizes.* The maximum price for an item of syrup or molasses of the types covered in this regulation when packed in an odd-size tin container, that is, a size for which a maximum price is not specifically provided, shall be determined in the same manner as that provided for changes of packing from tin containers to glass containers set out in section 9, with the exception of allowance for labor.

Example: A producer-packer would arrive at a price for a case of 24-10 fluid ounce containers of country cane syrup to be sold on a delivered basis to the customary receiving points of buyers in the "southern zone" as follows:

1. By examination of the schedule of prices in Section 7 (c) (1), determine that the No. 1½ can holding 12 fluid ounces is closest in size to the 10 fluid ounce tin which he desires to price.

2. Determine from the same section that the maximum price for the corresponding case of this size of container is $3.11.

3. Deduct from this maximum price his total cost of cans, case and labels per case of 24 No. 1½ cans of $0.53. The result: $2.58.

4. Divide $2.58 by 288, the number of fluid ounces in the case of 24-12 ounce No. 1½ cans to determine the value of the syrup per ounce in container. The result: $0.00896.

5. Multiply $0.00896 by 240, the number of ounces per case of 24-10 ounce containers, the new size. The Result: $2.15.

6. Add to $2.15 the cost of the new containers, can and labels ($0.49) to obtain the new maximum price of $2.64 per case of 24-10 ounce containers.

8. Section 9 (c) is amended by adding a paragraph to read as follows:

Maximum prices calculated as above shall be deemed approved on the 15th day following the receipt of report by the Office of Price Administration, Washington, D. C., if no objection is made within that time by the Price Administrator.

9. Section 17 (a) (2) is added to read as follows:

(2) "Customary receiving point" means the place where the particular buyer has customarily received syrup.

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*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 16503, 9 F.R. 785, 2362, 3647, 4100.

The prices named include all transportation to that point. In each case the amount paid by the buyer for the commodity, plus the amount of transportation also paid by the buyer to the seller shall not exceed the applicable delivered maximum price for delivery at that point. In cases where the seller is dealing with the buyer for the first time after the effective date of this regulation, the "customary receiving point" means the buyers' place of business.

This amendment shall become effective December 13, 1944.

Issued this 8th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18635; Filed, Dec. 8, 1944; 11:43 a. m.]

PART 1373—PERSONAL AND HOUSEHOLD ACCESSORIES

[RMPR 499]

IMPORTED WATCHES

Maximum Price Regulation No. 499 is redesignated Revised Maximum Price Regulation No. 499 and is revised and amended to read as set forth herein.

In the judgment of the Price Administrator, the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328. Insofar as this regulation uses specifications and standards which were not, prior to such use, in general use in the trade or industry affected, or insofar as their use was not lawfully required by another Government agency the Administrator has determined, with respect to such standardization, that no practicable alternative exists for securing effective price control with respect to the commodity subject to this regulation.

A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

ARTICLE I—SCOPE AND DEFINITIONS

Sec.
1. Scope of this regulation.
2. Definitions.

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3. Maximum commissions for purchasing watches from foreign sellers.

ARTICLE III—IMPORTED PIN-LEVER, CYLINDER AND ROSKOPF WATCHES

4. Maximum prices.
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7. Importers' and assemblers' maximum prices for sales of watches purchased from a seller located in Switzerland.
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ARTICLE V—MISCELLANEOUS

12. Sales slips, receipts and invoices.
13. Adjustment, correction and revocation of maximum prices.
14. Issuance of special orders.
15. Delegation of authority.
16. Relation of this regulation to other price regulations.
17. Exports.
18. Petitions for amendment.
19. Compliance with this regulation.
20. Geographical applicability.

AUTHORITY: § 1373.2 issued under 56 Stat. 23, 765; Pub. Law 151, 78th Congress; E.O. 9250; 7 F.R. 7871, E.O. 9328, 8 F.R. 4681.

ARTICLE I—SCOPE AND DEFINITIONS

SECTION 1. *Scope of this regulation*—(a) *Articles covered.* This regulation applies to all new "watches" having movements manufactured in Switzerland, except lever watches of 15 or more jewels whose cases are set with precious stones (diamonds, rubies, emeralds, or sapphires). Watches which are not covered by this regulation because their cases are set with precious stones are exempt from price control. Used or second-hand watches remain under the General Maximum Price Regulation[1] at the wholesale level, and Maximum Price Regulation No. 429[2] at the retail level.

(b) *Transactions covered.* This regulation applies to the following sales, deliveries, transfers, and purchases in the course of trade or business of watches covered by this regulation:

(1) Transactions involving watches located in the United States (including those in a foreign trade zone, customs bonded warehouse, or general order warehouse) regardless of the location of the seller.

(2) Transactions between sellers and buyers both of whom are located in the United States, regardless of the location of the watches.

(c) *Transactions not covered.* This regulation does not apply to sales of watches prior to their importation into the United States by any person whose principal place of business is located outside the United States. Such sales are not covered by this regulation even though made through a selling agent located in the United States. For the purpose of this regulation, a person is not considered the selling agent of a foreign seller if he (1) invoices the watches in his own name without showing on the invoice that he is acting as the agent of a foreign seller, or (2) finances the transaction in any manner, or (3) assumes any of the credit risk, or (4) determines the selling price.

(d) *Services covered.* This regulation establishes the maximum commissions which a buying agent located in the United States may charge for services rendered in connection with the purchasing of watches from a foreign seller, or the importation of watches on behalf of a purchaser in the United States. Commissions charged for purchasing watches from domestic sellers remain under Revised Maximum Price Regulation No. 165.[3]

(e) *Persons covered.* This regulation applies to persons acting as buying agents, importers, assemblers, wholesalers and retailers. The word "person" includes an individual, partnership, corporation, or organized group; their legal successors or representatives; the United States or any government or any of its political subdivisions or any agency of the foregoing.

(f) *Applicability of former maximum prices.* Except where this regulation specifically states that previously established maximum prices remain in effect, all former maximum prices for articles or services covered by this regulation do not apply to sales and deliveries made after the effective date of this regulation. Maximum prices for future transactions must be determined in accordance with this regulation.

For example, the following former maximum prices are no longer in effect: (1) Those established by importers or assemblers under §§ 1499.2 (a) (2) or 1499.3 (b) of the General Maximum Price Regulation by references to the seller's March 1942 price for a similar article or a competitor's March 1942 price for the same or a similar article; (2) those established under the Maximum Import Price Regulation by importers who did not purchase in Switzerland; and (3) those previously established by wholesalers.

SEC. 2. *Definitions.* When used in this regulation, the term:

(a) "Watch" means an uncased Swiss watch movement, or a Swiss watch movement in either a domestic or an imported case. The term includes watches with special purposes such as stop watches and chronographs, but does not include time pieces which are not designed to be carried or worn on the person.

Unless the context requires otherwise, the word "watch" as used in this regulation includes all watches which are the "same". Watches may be regarded as the "same" even though they are not exactly identical. Watches are regarded as the "same" notwithstanding minor differences in style, design, shape of case, caliber of movement, brand name or features which would not, according to trade practice, result in any significant differences in the price charged. However, watches with domestic cases shall not be considered the "same" as watches with imported cases; nor shall watches with different numbers of jewels, or with cases made of different kinds or qualities of materials be considered as being the "same". A watch with any price-influencing feature such as a screwback case, an incabloc device, or a sweep-second hand is not the "same" as a watch not possessing that feature. Watches which have movements of the same caliber are

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*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 1385, 5169, 6106, 8150, 10193, 11274.
[2] 9 F.R. 10420.
[3] 9 F.R. 7439, 9107, 9411, 11173, 12040, 12069, 13211.

not to be considered the "same" unless they are of equal quality and are the "same" in other respects. An imported watch is not the "same" as a watch manufactured in the United States.

(b) "Imported" means transported into the United States. Watches entered into a customs bonded warehouse, or placed in a foreign trade zone or in a general order warehouse in the United States shall be considered as imported.

(c) "Importer", "wholesaler", and "retailer" have reference to the function performed in connection with a particular sale rather than to the general type of business performed by the seller. More specifically,

(1) An importer is either

(i) A person who brings watches through the United States Customs (if the person whose name appears on the customs entry is a freight forwarder, a customs house broker or an exporter's agent, the "importer" who must determine his maximum price for the watch is the person for whose account the customs entry was made), or

(ii) A person who makes a sale of watches which have not yet been brought through the United States Customs under circumstances which make the sale subject to this regulation. (For example, persons who sell watches from bond in the United States, or persons having places of business located in the United States who sell watches which are not in the United States to a buyer in the United States are also considered as "importers.")

(2) A wholesaler is a person who purchases watches from an importer, assembler or wholesaler and sells them to purchasers for resale.

(3) A retailer is a person who sells at retail watches which he has purchased from importers, assemblers, or wholesalers. A sale at retail is a sale to an ultimate consumer including sales to industrial, commercial, or institutional users.

(d) "Class of purchaser" refers to the practice followed by the seller in setting different prices for the same watch to different purchasers or kinds of purchasers (for example, assemblers, wholesalers, industrial jobbers, retailers, individual consumers, etc.) or for purchasers located in different areas, or for different quantities or under different conditions of sale (for example, long term credit, short term credit, cash, memorandum).

Each time the term "maximum price" is used in this regulation it means a maximum price to a particular class of purchaser and, except where the regulation specifies otherwise, is subject to the terms, discounts, or allowances which the seller granted or charged during March 1942 or which have subsequently been approved by the Office of Price Administration. A seller's maximum price for sales to a new class of purchaser or on changed terms or conditions of sale must be established under Rule 4 or Rule 6 or section 10 of this regulation, whichever is applicable. Any purchaser, kind of purchaser, or purchaser on certain terms or conditions of sale, which the trade has generally recognized as constituting a separate class of purchaser and for sales to which the seller has not established maximum prices is a new class of purchaser under this regulation. (For example, an importer who has previously established maximum prices only for sales to retailers may not now sell to wholesalers without making an application for maximum prices to that new class of purchaser.)

United States Army Post Exchanges, United States Navy Ships' Service Stores and similar establishments are considered to be the same class of purchaser as retailers who purchase in similar quantities.

(e) "New model watch" means a watch which was not sold, or for which a maximum price was not properly established prior to the issuance of this regulation, or a watch whose previously established maximum price has been revoked or is no longer effective after the issuance of this regulation.

(f) "Comparable watch" means the watch currently being sold or offered for sale which is most nearly like the watch being priced in cost and other respects. It must have a properly established maximum price under this regulation. Watches with imported cases are not "comparable" to watches with domestic cases.

(g) "Foreign invoice price" means the price in Swiss francs charged by the Swiss seller minus any charges included in the price for transportation, insurance, customs duties, or any other expenses to the point of delivery in the United States, converted into United States dollars at a rate of exchange not to exceed 23.4¢ per franc. In the case of movements, the official Swiss export charge of 5% shall be included in the foreign invoice price.

(h) "Landed cost" means the sum of the following:

(1) The "foreign invoice price" as defined above.

(2) Importation expenses including packing, transportation charges, insurance, customs broker's fees, inland transportation and storage in the United States, *Provided*, That the total of these expenses may not exceed 15% of the foreign invoice price. (All conversions from Swiss francs into dollars must be made at a rate of exchange not to exceed 23.4¢ per franc).

(3) United States Customs duties and taxes actually paid.

Charges or costs not listed above may not be included in the "landed cost." (For example, the following are some of the costs which may not be included: (1) purchasing commissions, (2) cable or other communication charges, (3) interest or financing costs, (4) the cost of marking or engraving to conform with customs requirements, (5) the cost of boxes, (6) allowances for breakage or repairs, and (7) domestic labor costs.)

(i) "March 1942 landed cost" means the landed cost (as defined above) of the watches last received before March 31, 1942, and sold, delivered or offered for sale during that month. If, however, the foreign seller's invoice was dated prior to August 1, 1941, and the invoice price was lower than the price the foreign seller was charging on August 1, 1941, the March 1942 cost must be based upon the August 1, 1941 price.

(j) "Current landed cost" means the landed cost (as defined above) computed by using a foreign invoice price which is not higher than the highest price in "official" Swiss francs charged to an importer in the United States by the Swiss seller during April 1943.

In calculating his current landed cost, the importer or assembler shall not include any amount higher than his Swiss supplier's invoice price on his last purchase prior to April 30, 1943 unless he shows that the Swiss seller's price during April 1943 for the same watch was higher. This may be shown by a copy of an invoice covering a purchase from the foreign seller during April 1943, or a confirmation of an order placed at a specific price during April 1943, or a price list in effect during April 1943, or a cable or statement in writing from the Swiss seller to the effect that such price was his sales price during April 1943 to a specific importer in the United States whose name is given.

(k) "Cost" and "current cost" are the same as the terms "landed cost" and "current landed cost," respectively, except that where either term applies to an assembled watch, it also includes:

(1) The cost of the case.

(2) The cost of the dial, if purchased separately.

(3) The cost of strap, bracelet, lapel pin or other attachments.

Wherever the term "cost" is used in this regulation with reference to an article purchased from a seller in the United States it means the actual amount paid (not to exceed the supplier's maximum price) less all discounts and allowances (except discounts for prompt payment) and exclusive of transportation or insurance costs.

(l) "Description" means a style or identification name or number and a list of the price-influencing characteristics of a watch such as the number of jewels, the size of the movement, the brand or factory name, the special features such as sweep second hand, shock resisting device, etc., the type of case and material of which it is made, and the type of attachment.

ARTICLE II—PURCHASING COMMISSIONS

SEC. 3. *Maximum commissions for purchasing watches from foreign sellers.* This section establishes the maximum commissions or fees which may be charged by buying agents or brokers whose places of business are located in the United States for services rendered in connection with the purchase and the importation of watches from foreign sellers on behalf of purchasers in the United States.

(a) *Purchases on behalf of a principal who sells to purchasers for resale.* No person may charge a commission or fee in excess of 5% of the foreign invoice price for services rendered in connection with the purchase, or the purchase and importation, of watches on behalf of a principal who sells to purchasers for resale.

No charges for preparation of documents, office expenses or similar incidental costs may be added to this commission.

(b) *Purchases on behalf of a principal who sells at retail.* The maximum commission or fee which may be charged a principal who sells primarily at retail is:

(1) 5% of the foreign invoice price for services rendered in connection with purchasing from a foreign seller including such services as location of goods in the hands of the foreign seller, placing the order, arranging for the method of payment and transfer of funds, etc., or

(2) 10% of the foreign invoice price for services rendered in connection with the purchase and importation of watches from a foreign seller if the agent performs all functions customarily performed by watch importers except that of financing the purchase.

No charges for preparation of documents, office expenses or similar incidental costs may be added to such commissions.

ARTICLE III—IMPORTED PIN-LEVER, CYLINDER AND ROSKOPF WATCHES

SEC. 4. *Maximum prices.* Maximum prices for pin-lever, cylinder and Roskopf watches are as follows:

Description of watches	Importers' prices to wholesalers		Importers' prices to retailers		Wholesalers' prices to retailers		Retail ceiling prices	
	8¾ ligne and over	Under 8¾ ligne	8¾ ligne and over	Under 8¾ ligne	8¾ ligne and over	Under 8¾ ligne	8¾ ligne and over	Under 8¾ ligne
1. Pin-lever, cylinder and Roskopf watches with 3 jewels or less, in either non-waterproof or waterproof cases	$3.93	$4.63	$4.25	$5.00	$4.57	$5.38	$8.50	$10.00
2. Roskopf and cylinder watches with 4-10 jewels in non-waterproof cases	5.32	6.01	5.75	6.50	6.18	6.99	11.50	13.00
3. Pin-lever watches with 4-10 jewels in non-waterproof cases	6.24	6.94	6.75	7.50	7.23	8.06	13.50	15.00
4. Roskopf and cylinder watches with 4-10 jewels in waterproof cases	6.94	7.63	7.50	8.25	8.06	8.87	15.00	16.50
5. Pin-lever watches with 4-10 jewels in waterproof cases	7.86	8.56	8.50	9.25	9.14	9.94	17.00	18.50
6. Pin-lever, cylinder and Roskopf watches with 11 or more jewels in non-waterproof cases	8.09	8.79	8.75	9.50	9.41	10.21	17.50	19.00
7. Pin-lever, cylinder and Roskopf watches with 11 or more jewels in waterproof cases	9.71	10.41	10.50	11.25	11.29	12.09	21.00	22.50

The prices set forth in the above table are for sales of watches in all types of cases except "gold" cases. For the purpose of this regulation, a "gold" case is (1) an imported case on which the duty applicable to part or all gold cases has been paid as required by the Bureau of Customs of the Department of the Treasury or (2) any domestic case in part or all of gold. For watches in "gold" cases the following sums may be added to the maximum prices set forth in the above table:

For sales by importers to wholesalers, add	$0.925
For sales by importers to retailers, add	1.00
For sales by wholesalers, add	1.075
For sales at retail, add	2.00

(b) The prices listed above in paragraph (a) are for sales of complete watches including the strap or bracelet in the case of wrist watches, and the fob or pin in the case of fob or lapel watches. They are f. o. b. the seller's point of shipment in the United States.

No charge in addition to the maximum prices listed may be made on account of any box in which the watch may be contained.

The maximum prices listed include import duties, but they do not include federal excise taxes. As to any tax upon the sale or delivery of such a watch imposed by any statute of the United States or statute or ordinance of any state or subdivision thereof, if the statute or ordinance imposing such tax does not prohibit the seller from stating and collecting the tax separately from the purchase price, and the seller does separately state it, the seller may collect, in addition to the maximum price, the amount of the tax actually paid by him or an amount equal to the amount of tax paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased.

The prices listed under "wholesalers' prices to retailers" are the maximum prices for all sales by all persons other than the importer to purchasers for resale.

SEC. 5. *Retail price tags.* No importer, wholesaler or retailer shall sell or deliver any pin-lever, cylinder or Roskopf watch unless the retail price tag described below is attached to it. If you are a retailer and do not know the ceiling price for any untagged watch, you may obtain information from the nearest OPA District Office regarding the correct ceiling price so that you may place a tag on each watch.

The tag must be durable and must be securely attached to each watch. It must contain in easily readable lettering a statement of the type of movement (i. e., whether a pin-lever, cylinder or Roskopf), the number of jewels, either the size of the movement expressed in lignes or a statement that the size of the movement is under 8¾ lignes or 8¾ lignes or over, and the retail ceiling price exclusive of tax. The ceiling price for the watches in "waterproof" or "gold" cases may not be charged unless the tag so indicates. The type of movement may be stated by using the symbols "PL" for pin-lever, "C" for cylinder and "R" for Roskopf. The words "jewel" and "ligne" may be abbreviated to "J" and "L". The word "waterproof" may be abbreviated to "W." If the case contains gold, the tag may contain the symbol commonly used in trade to designate that type of gold metal, for example, "RGP" may be used to designate "rolled gold plate" and "GF" to designate "gold filled." The tag may not be removed until the watch has been sold to the retail purchaser.

A tag in the following form will be sufficient:

4J over 8¾ L, PL, W
Retail ceiling excl. tax, $17.00

SEC. 6. *Notification.* If you sell pin-lever, cylinder or Roskopf watches to purchasers buying for resale, you must notify in writing every such purchaser at the time of the first shipment to him of the maximum prices set by this regulation. You must also notify the purchaser that the tag which is attached to each watch may not be removed until the watch has been delivered to the retail purchaser.

ARTICLE IV—WATCHES WHICH DO NOT HAVE PIN-LEVER, CYLINDER OR ROSKOPF MOVEMENTS

This article provides methods by which importers, assemblers, wholesalers and retailers establish their maximum prices for imported watches which do not have pin-lever, cylinder or Roskopf movements. Sections 7 and 8 contain six pricing rules which apply to watches sold by importers and assemblers. Of these, the first four (in Section 7) govern the prices for watches purchased directly from a seller in Switzerland. Section 8 contains Rules 5 and 6, which are to be used by importers and assemblers in determining maximum prices for watches which were not purchased from a seller in Switzerland.

Sections 9 and 10 provide for the establishment of maximum prices by wholesalers and retailers, respectively.

SEC. 7. *Importers' and assemblers' maximum prices for sales of watches purchased from a seller located in Switzerland.* If an importer or assembler has purchased a watch directly from a seller located in Switzerland, or from his agent wherever located, he shall determine his maximum price to each "class of purchaser" under the first applicable rule of the following four:

RULE 1. *Watches sold during March 1942.* The maximum price for a watch which you, an importer or assembler, sold, offered for sale, or delivered during March 1942, is your highest March 1942 price for sales to each class of purchaser appearing on your March 1942 sales invoices, price lists or other business records, unless your records show the calculation of new maximum prices by the use of the following steps:

(1) Ascertain the "current landed cost" (as defined in section 2 (h) and (j)) of the watch (or of the movement in an assembled watch) which you sold during March 1942.

(2) Subtract your "March 1942 landed cost" (as defined in section 2 (h) and (i)) of the watch or watch movement from your current landed cost.

(3) Add this difference in cost to your March 1942 price to each class of purchaser. The resulting figures are your maximum prices for sales of the watch to each class of purchaser; and these prices, once determined, may not subsequently be increased.

EXAMPLE: Calculation of new maximum price for an assembled watch.

Assembled watch Style #361, 17 jewel, 6 x 8 ligne, ladies' watch with a rolled gold plate, steel back case, cord and box, sold only to retailers during March 1942 at $15.00.

1. Ascertain the March 1942 and current landed costs of the movement:

March 1942 cost of movement:	
Invoice price, 19 Swiss francs @ 23.4	$4.45
5% export charge	.22
Transportation and insurance, etc	.50
Customs duty	2.25
March 1942 landed cost	7.42
Current landed cost of movement:	
April 1943 invoice price, 21 Swiss francs @ 23.4	$4.91
5% export charge	.25
Transportation and insurance, etc	.57
Customs duty	2.25
Current landed cost	7.98
2. Compute the increase in cost:	
Current landed cost of movement	$7.98
Subtract	
March 1942 landed cost of movement	7.42
Permitted increase in cost of movement	.56
3. Compute the new maximum price:	
March 1942 price to retailers	$15.00
Add	
Permitted increase in cost of movement	.56
New maximum price to retailers	15.56

RULE 2. *Certain watches first offered for sale after March 1942.* If you, an importer or assembler, established your former maximum price for a watch first offered for sale after March 31, 1942 under

(a) Section 1499.3 (a), (b), or (c) of the General Maximum Price Regulation; or

(b) Section 1499.156, 1499.157, or 1499.158 (The second, third, and fourth pricing methods) of Maximum Price Regulation No. 188; or

(c) Revised Order No. 1 under the Maximum Import Price Regulation; or

(d) Section 8 (d) or (e) of the Maximum Import Price Regulation, as amended;

your maximum price under this rule is your previously approved maximum price unless your records show the calculation of a new maximum price by the use of the following steps:

(1) Ascertain the cost of the watch (or of the watch movement in an assembled watch) which you reported as required by the pricing methods listed above.

(2) Subtract this cost from your current landed cost (as defined in section 2) of the watch or movement.

(3) Add this difference in cost to your previously approved maximum prices for sales to each class of purchaser. The resulting figures are your maximum prices for sales of the watch to each class of purchaser; and these prices, once determined, may not subsequently be increased.

RULE 3. *"New model" watches.* This rule provides two methods by which an importer or assembler fixes maximum prices for sales of new model watches if he has a "comparable" watch for which a maximum price was properly established under Rules 1 through 4 of this regulation.

(a) *First method; pricing by use of a differential.* If the new model watch is identical with the comparable watch except for the presence or absence of a single price determining characteristic or feature, the maximum price of the new model watch is the maximum price of the comparable watch increased or decreased by the price differential which the importer or assembler consistently used during March 1942 for that single variation. (Examples: a differential for sweep second hand; a differential between watches with 7 and 17 jewels, etc.) Only one such price differential may be applied in determining the maximum price of a watch.

This method may not be used, however, unless the seller's base period statement prepared in accordance with § 1499.11 of the General Maximum Price Regulation, March 1942 sales invoices, and other business records show that the differential was consistently used by him during March 1942.

(b) *Second method; pricing by use of markup.* If the maximum price of the new model watch cannot be determined under the first method of this rule, the importer or assembler shall establish his maximum price for sales to each class of purchaser by the use of the following steps:

(1) Select the comparable watch for which maximum prices have been established under Rules 1 through 4 of this regulation.

(2) Ascertain the "current cost" (as defined in Section 2) of the new model watch and of the comparable watch.

(3) Calculate the markup factor on the comparable watch by dividing the maximum price to each class of purchaser by the current cost.

(4) Multiply the current cost of the new model watch by the markup factor for each class of purchaser. The resulting figures are your maximum prices for sales of the new model watch, and these prices once determined may not subsequently be increased.

If the importer or assembler who must determine a price under this method did not purchase the same watch prior to April 30, 1943, and if he is unable to ascertain his supplier's foreign invoice price during April 1943, he shall use instead the price which a competitor paid to a Swiss seller for the same watch or movement during April 1943, or he may apply to the Office of Price Administration, Washington, D. C., for information as to the foreign invoice price he may include in his landed cost.

EXAMPLE: *Calculation of maximum prices for a new model complete watch.*

Complete watch Style #162, 16 jewel, 10½ ligne, men's watch with ten year gold plate steel-back Swiss case, regular second hand, with strap and box.

1. Select the comparable watch:

Style #145, 17 jewel, 10½ ligne, men's watch with chrome steel-back case, sweep second, with strap and box. Maximum prices determined under Rule 1 of $15.35 to retailers and $13.95 to wholesalers.

2. Ascertain the current permitted costs of both watches:

	New model watch	Comparable watch
April 1943 foreign invoice price:		
Swiss francs	(1)	23
Dollars @ 23.3/4 per fr.	$7.60	$9.84
Transportation, insurance, etc.	1.65	.83
Customs duty	2.60	2.43
Strap	.20	.20
	10.85	13.10

3. Calculate the markup factor on the comparable watch:

$15.35÷$10.10=1.52 markup factor for sales to retailers.

$13.95÷$10.10=1.38 markup factor for sales to wholesalers.

4. Compute the maximum prices: (Multiply the current permitted cost of the new watch by each markup factor.)

$10.85	Current permitted cost style #162
×1.52	Markup factor
$16.49	Maximum price of style #162 for sales to retailers.
$10.85	Current permitted cost style #162
×1.38	Markup factor
$14.97	Maximum price of style #162 for sales to wholesalers.

RULE 4. *Watches which cannot be priced under Rules 1, 2 or 3.* If an importer or assembler cannot determine his maximum prices under Rules 1, 2 or 3, he shall apply to the Office of Price Administration, Washington, D. C., for approval of a proposed maximum price.

(For example: An importer or assembler would use this rule if he wishes to sell to a new class of purchaser, or if he has no comparable watch, or if the "current cost" of his new model watch or of his comparable watch cannot be determined.)

Such an application shall contain the following:

1. A description of the watch being priced.

2. The name of the Swiss seller from whom the watch or movement was purchased and the foreign invoice price as defined in section 2.

3. A breakdown of all costs incidental to the transportation of the watch into the United States and of domestic costs, subject to the limitations contained in the definitions of "current landed cost" and "current cost" in section 2.

4. A statement setting forth the reasons why the watch cannot be priced pursuant to Rules 1, 2 or 3.

5. A statement of the prices and terms proposed by the applicant for sales to each class of purchaser.

6. The names and addresses of one or more competitors having properly established maximum prices under this regulation for the sale of similar watches to the same class of purchaser, together with a description of the competitors' watches and their maximum prices. (If the prices proposed are not the same as the competitors' prices given, the applicant should explain the reason for the difference.)

Maximum prices will be established by the Office of Price Administration which, according to the best information available to it, are in line with the level of maximum prices established by this regulation.

A watch for which a maximum price is proposed under Rule 4 may not be sold or delivered until a price has been approved by the Office of Price Administration, but the proposed price shall be deemed to be approved 20 days after mailing the application (or all additional information which may have been requested) unless, within that time, the Office of Price Administration notifies the seller that his proposed price has been disapproved.

SEC. 8. *Importers' and assemblers' maximum prices for sales of watches which were not purchased directly from a seller located in Switzerland.* If a watch or watch movement was not purchased directly from a seller located in Switzerland, or his agent, the importer or assembler thereof shall determine his maximum price to each class of purchaser under the first applicable rule of the following two:

RULE 5. *Watches for which maximum prices have been established under this regulation.* If, as an importer, assembler, wholesaler, or retailer, you have an established maximum price for a watch under any applicable provision of this regulation, and now purchase the watch as an importer or assembler from a seller not located in Switzerland, your maximum price remains unchanged.

RULE 6. *New model watches not purchased from a seller located in Switzerland.* If an importer or assembler purchases a watch for which he does not already have an established maximum price from a seller not lo-

cated in Switzerland, he shall apply to the Office of Price Administration, Washington, D. C., for approval of a proposed maximum price.

Such an application shall contain the following:

(1) A description of the watch being priced.

(2) The name and address of the supplier of the watch or movement.

(3) A breakdown of the costs incurred. Include, if known, the foreign invoice price (as defined in Section 2) of the original Swiss seller.

(4) A statement that a maximum price has not been established under this regulation for the watch.

(5) A statement of the prices and terms proposed by the applicant for sales to each class of purchaser.

(6) The names and addresses of one or more competitors having properly established maximum prices under this regulation for sales of similar watches to the same class of purchaser together with a description of the competitor's watches and their maximum prices. (If the prices proposed are not the same as the competitors' prices given, the applicant should explain the reason for the difference.)

Maximum prices will be established which, according to the best information available to the Office of Price Administration, are in line with the level of maximum prices established by this regulation for watches imported directly from Switzerland.

A watch for which a maximum price is proposed under this rule may not be sold or delivered until that price has been approved by the Office of Price Administration, but the proposed price shall be deemed to be approved 20 days after mailing the application (or all additional information which may have been requested) unless, within that time, the Office of Price Administration notifies the seller that his proposed price has been disapproved.

SEC. 9. *Wholesalers' maximum prices*—(a) *Watches purchased directly from an importer or assembler.* The maximum wholesale price for the sale to a purchaser for resale of a watch purchased directly from an importer or assembler shall be calculated by adding a markup of 30 percent to (1) the importer's or assembler's maximum price for sales to wholesalers, or (2) the wholesaler's cost, whichever is lower: *Provided however,* That no person may calculate a maximum price in this way unless he has notified his supplier in writing that he is a wholesaler and unless his supplier's invoice states, as required by section 12 (a) (1), that the price charged is not in excess of his maximum price for sales to a wholesaler. A discount of 2% for payment within 30 days after delivery shall be granted by the wholesaler from the price so determined, but no other discounts or allowances need be granted.

If the importer or assembler has no maximum price for sales to wholesalers, or if his invoice does not contain the statement required by section 12 (a) (1), the maximum price for sales of the watch to a purchaser for resale by the wholesaler is the importer's or assembler's maximum price for sales to a retailer.

In determining his maximum price under this paragraph, a wholesaler may include in his cost or add to his supplier's maximum price the cost of any strap, bracelet, lapel pin or attachment purchased separately by him and sold with the watch. If boxes were not supplied by the importer, the wholesaler may separately invoice any boxes which he supplies, but he may not require his customer to purchase boxes.

(b) *Watches purchased from another wholesaler.* The maximum wholesale price of a watch purchased from another wholesaler is the maximum wholesale price determined under paragraph (a) above for sales by the wholesaler who purchased the watch from the importer or assembler. This maximum price is subject to a discount of 2% for payment within 30 days after delivery.

(c) *Watches whose maximum prices cannot otherwise be determined.* If, for any reason, a wholesaler is unable to determine his maximum price under either of the preceding paragraphs of this section, his maximum price is a price in line with the level of maximum prices established by this section, approved by the Office of Price Administration upon application by the wholesaler. These applications shall be made in duplicate to the Regional Office of the Office of Price Administration having jurisdiction over the area in which the wholesaler's principal place of business is located, and shall give (1) a description of the watch, (2) the supplier's name and address, (3) the cost, (4) descriptions and maximum prices of similar watches sold by competitors, and (5) a proposed maximum price for sales to purchasers for resale.

A watch for which a maximum price is proposed under this paragraph may not be sold or delivered until a price has been approved by the Office of Price Administration, but the proposed price shall be deemed to be approved 20 days after mailing the application (or any additional information which may have been requested) unless, within that time the Office of Price Administration notifies the seller that his proposed price has been disapproved.

SEC. 10. *Retailers' maximum prices.* If you are a retailer you must determine your maximum retail prices for imported watches which you have purchased from wholesalers, importers, or assemblers as follows, unless the Office of Price Administration, either in section 4 or by order has established dollars and cents ceiling prices for those particular watches. If you purchase watches for which specific ceiling prices have been established by order, you should receive from the supplier of those watches copies of such maximum retail price orders or price lists containing a certification that the prices specified have been established as maximum retail prices by order of the Office of Price Administration. (A person who sells at retail watches which he imports is considered an importer and must establish his maximum prices for those watches under sections 7 or 8.)

(a) If you had a properly established maximum price for the same watch under the General Maximum Price Regulation or the Maximum Import Price Regulation and you are able to show by reference to your base period statement, current pricing record or other business records that your maximum price was properly established, you may continue to sell at that maximum price if you choose to do so. (Your records must show whether your prices are inclusive or exclusive of the federal excise tax.)

(b) If you had a properly established maximum price under the General Maximum Price Regulation for the same watch, you may add to that established maximum price the dollar amount of any permitted increase in your supplier's maximum price.

You may not increase your former maximum price unless you purchase the same watch from the same supplier and unless your supplier's invoice states that the price currently charged you is not higher than his maximum price under this regulation.

If you increase your former maximum price under this paragraph, your pricing records must show:

(1) Your former maximum price and how and when it was established.

(2) Your supplier's former maximum price.

(3) Your supplier's current maximum price.

(4) Your new maximum price.

(c) If you did not have a maximum price for the same watch properly established under the General Maximum Price Regulation or the Maximum Import Price Regulation or your records do not show that your maximum price was properly established, and if the Office of Price Administration has not established a dollar and cents retail ceiling price for that particular watch, you must file an application with the District Office of the Office of Price Administration for each district in which you operate as a separate seller (unless otherwise directed by a uniform pricing order) for approval of a proposed maximum price for the watch which is in line with the level of maximum prices established by this section.

This application shall contain the following information:

(1) A description of the watch including brand name, supplier's style number, if any, the number of jewels, the size, the material and type of case, the kind and quality of attachment, and other price influencing features;

(2) The name and address of your supplier;

(3) Your cost;

(4) Your proposed maximum retail price with a statement as to whether it is inclusive or exclusive of the federal excise tax;

(5) A statement as to your closest competitor's name, address, and maximum price for a similar watch; or

A description of the comparable watch, its cost and the price at which you sold it during March 1942; or

A statement as to the markup customarily taken during March 1942 on similar imported watches by retailers of the same class as yourself in your locality.

A watch for which a maximum retail price is proposed under this paragraph may not be sold until a price has been approved by the Office of Price Administration, but the proposed price shall be deemed to be approved 20 days after mailing the application (or all addi-

tional information which may have been requested) unless within that time, the Office of Price Administration notifies you that your proposed price has been disapproved.

SEC. 11. *Records.* No person may sell or deliver any watch, other than one with a pin-lever, cylinder, or Roskopf movement, until it has been entered on his current pricing list and until he prepares the proper records showing how his maximum price was determined, as required by this section.

All records required by this regulation must be preserved for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(a) *Importers and assemblers.* Every importer or assembler shall:

(1) Retain the records prepared prior to the effective date of this regulation as required by §§ 1499.11 and 1499.12 of the General Maximum Price Regulation.

(2) Prepare, on or before February 1, 1945, and thereafter keep up-to-date, a Current Maximum Price List which contains a description of each watch sold or offered for sale on and after the effective date of this regulation, its maximum price to each class of purchaser, the basis for each maximum price (as, for example, "Rule 1—March 1942 price $15.00 plus $.56 permitted increase;" or "Rule 3—First Method—Style 220, price $12.00, plus $1.00 differential for sweep-second hand;" or "Rule 2—Order No. 000 under MPR 188") and the date upon which the watch was first sold under this regulation.

This current maximum price list must be kept available for examination by any person during ordinary business hours. Any person who claims that substantial injury would result to him from making his list available to any other person, may file it with the appropriate District Office of the Office of Price Administration and thereafter need not keep it available for examination. The information contained in that list will not be published or disclosed unless it is determined that the withholding of that information is contrary to the purposes of the Emergency Price Control Act of 1942, as amended.

(3) Keep the following available for inspection by the Office of Price Administration:

(i) All purchase invoices and copies of all sales invoices.

(ii) Records showing how each maximum price was calculated under Rule 1 or Rule 2, and including an itemization of each element (listed in the definition of "landed cost" in section 2 (h)) of the landed costs used in the computation of a new maximum price.

(iii) Records showing how each maximum price was calculated under Rule 3, including, in the case of a watch priced under the second method of that rule, descriptions and breakdowns of the costs of both the comparable and the new model watch. (The cost breakdowns should show separately each cost element listed in the definitions of "landed cost" and "cost" in section 2.)

(iv) Copies of all communications sent to or received from the Office of Price Administration relating to the determination of maximum prices under this regulation.

(b) *Wholesalers.* Every wholesaler shall:

(1) Retain the records prepared prior to the effective date of this regulation as required by §§ 1499.11 and 1499.12 of the General Maximum Price Regulation.

(2) Prepare and keep up-to-date a Current Maximum Price List which contains a description of each watch sold or offered for sale on and after the effective date of this regulation, its maximum price to purchasers for resale, the basis for each maximum price (as, for example, "section 8—5% markup," or "Supplier's statement of maximum wholesale price") and the date upon which the watch was first sold under this regulation.

This current maximum price list must be kept available for examination by any person during ordinary business hours. Any person who claims that substantial injury would result to him from making this list available to any other person, may file it with the appropriate District Office of the Office of Price Administration and thereafter need not keep it available for examination. The information contained in that list will then not be published or disclosed unless it is determined that the withholding of that information is contrary to the purposes of the Emergency Price Control Act of 1942, as amended.

(3) Keep available all purchase invoices and copies of all sales invoices for inspection by the Office of Price Administration.

(c) *Retailers.* Every retailer shall:

(1) Prepare and keep the base period records and the current records required by §§ 1499.11 and 1499.12 of the General Maximum Price Regulation.

The current records must be kept up-to-date so that they show the following for each different imported watch sold or offered for sale on and after the effective date of this regulation, except those for which dollar and cents retail ceiling prices have been established by the Office of Price Administration:

(i) The brand or the importer's name and his style number or a description of the watch.

(ii) Maximum price. (State whether inclusive or exclusive of excise taxes.)

(iii) How and when the maximum price was determined. (For example, if the watch is the same as a watch already having an established maximum price, identify and give the maximum price of that watch; or if you have increased your price as permitted by section 10 (b) give your former maximum price and your supplier's former and current maximum prices; or if your price was specifically approved by the Office of Price Administration, give the date of that approval.)

If he chooses to do so, a retailer may use his purchase invoice as his current pricing record if he makes the necessary entries on each invoice as to his maximum prices and how they were determined.

(2) Keep all purchase invoices, and his customary records as to the prices he charges for the watches which he sells.

ARTICLE V—MISCELLANEOUS

SEC. 12. *Sales slips, receipts and invoices*—(a) *Importers and assemblers.* An importer or assembler must furnish each purchaser of watches for resale with an invoice or similar written evidence of purchase showing the date of sale; the name and address of both buyer and seller; his style or identification number or a description of each watch including the brand name, the number of jewels, size of the movement, the type and quality of case, and the type and quality of attachments; the quantity of each style sold; the price charged for each watch; and the terms of sale. If the price charged a retailer for any watch is less than the maximum price for sales of that watch to retailers, the invoice must also show the maximum price for sales to retailers.

Invoices covering any watch the price of which was determined under sections 7 or 8 must contain whichever of the following statements is applicable;

(1) In the case of invoices to purchasers who have given written notice that they are wholesalers:

NOTICE OF OPA CEILING PRICES

These prices do not exceed our maximum prices to wholesalers. Wholesalers must determine their maximum prices for these watches under section 9 of RMPR 469.

(2) In the case of invoices to purchasers who have not given written notice that they are wholesalers:

NOTICE OF OPA CEILING PRICES

These prices do not exceed our maximum prices to retailers under RMPR 469. These watches may not be resold to purchasers for resale at prices higher than the maximum prices to retailers on this invoice.

(b) *Wholesalers.* A wholesaler must furnish each purchaser of watches for resale with an invoice or similar written evidence of purchase showing the date of sale; the name and address of both buyer and seller; the brand or the importer's name; the style or identification number or a description of each watch including the type of movement, the number of jewels, the size of the movement, the type and quality of the case and attachment; the quantity of each style of watch sold; the maximum wholesale price and the price charged for each watch. The following statement must also appear on each invoice:

NOTICE OF OPA CEILING PRICES

These prices do not exceed our maximum prices under section 9 of RMPR 469. The maximum prices for any sale of these watches to purchasers for resale are indicated on this invoice.

(c) *Retailers.* A retailer who customarily gave a customer a sales slip, receipt or similar evidence of purchase, must continue to do so. Upon request, all retailers must give a receipt showing the date, the name and address of both buyer and seller, a statement that the watch sold is new and not second hand, a description of the watch including a statement of the type of movement, (i. e., whether pin-lever, cylinder, Roskopf, or lever), the number of jewels, the type and quality of case, and the price paid.

SEC. 13. *Adjustment, correction and revocation of maximum prices.* (a) Any price fixed by this regulation may be revoked or adjusted downward by order of the Office of Price Administration, at any time. Such an order will be issued only if it appears that the price is out of line with maximum prices properly established under this regulation giving due consideration to the seller's customary price relationships with other sellers of the same class. A revocation or adjustment under this paragraph will not apply retroactively.

(b) Any price approved under this regulation, may be corrected or revoked by order of the Office of Price Administration, if it appears that the price approved was based upon incorrect or misleading information furnished in connection with the request for price approval. Corrections under this paragraph shall be effective as of the date of first sale.

SEC. 14. *Issuance of special orders—*(a) *Modification of the provisions of this regulation by order.* The provisions of this regulation may be modified by orders issued under this section.

(b) *Establishment of maximum prices in certain cases.* If any seller subject to this regulation fails to maintain records showing determinations of maximum prices as required by this regulation or fails to make the applications for price approval which this regulation requires in certain cases, the Office of Price Administration may, either upon application or upon its own motion, issue orders under this section establishing maximum prices which are in line with the level of maximum prices established by this regulation. Maximum prices so established shall be effective as of the date of first sale.

SEC. 15. *Delegation of authority.* Any Regional Administrator or any District Director authorized by the appropriate Regional Administrator may approve, or by order establish, adjust, correct, or revoke wholesalers' and retailers' maximum prices under sections 9, 10, 13 and 14 (b) of this regulation.

SEC. 16. *Relation of this regulation to other price regulations.* The provisions of the General Maximum Price Regulation, Maximum Price Regulation No. 188, and the Maximum Import Price Regulation and all specific orders issued under those regulations do not apply to sales and deliveries of imported watches made after this regulation became effective, except that the provisions of §§ 1499.4a (Determination of maximum prices by sellers at retail operating more than one retail establishment), 1499.5 (Transfers of business or stock in trade), 1499.7 (Federal and state taxes), 1499.18 (d) (Adjustment of maximum prices for articles subject to State Fair Trade Acts), and 1499.19a (Adjustable pricing) of the General Maximum Price Regulation shall continue to be applicable. In addition, unless the context otherwise requires, the definitions set forth in the General Maximum Price Regulation shall apply to the terms used in this regulation.

SEC. 17. *Exports.* The maximum price at which any person may export any watch subject to this regulation shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation.[4] The maximum price which may be charged on export sales of Swiss watches to the Territories and Possessions of the United States is established by section 3 (f) of that regulation.

SEC. 18. *Petitions for amendment.* Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.[5]

SEC. 19. *Compliance with this regulation—*(a) *Transactions above maximum prices forbidden.* Regardless of any contract or other obligation, no person in the course of trade or business shall sell, deliver, buy or receive any watch covered by this regulation at a price higher than the maximum price fixed by this regulation, nor shall any person transfer or deliver any watch covered by this regulation until a maximum price has been established for that watch in accordance with the provisions of this regulation. No person shall offer, attempt or agree to do any of the foregoing. Prices lower than the maximum prices may be charged or paid. Any charge which is not quoted or billed separately shall, for the purposes of this regulation, be considered as part of the price charged for the article sold.

(b) *Certain practices forbidden.* The following practices are forbidden:

(1) Any practice or device which has the effect of getting a higher-than-ceiling price without actually raising the dollars and cents price. This applies, among others, to devices making use of commissions, services, tying agreements, trade understandings, affiliated or dummy wholesalers, and the like.

(2) Failing to supply or making an additional charge for a box or attachment if a box or attachment was supplied during March 1942, or was included in the description of a watch for which a price was established by the Office of Price Administration.

(c) *Maximum prices for sales made without required OPA price approval.* If any person subject to this regulation who is required to apply to the Office of Price Administration for the approval of a maximum price, makes sales or deliveries without so applying, or before a maximum price is approved, or despite notification of disapproval of a proposed price, the maximum price applicable to such sales and deliveries is the maximum price finally established.

(d) *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages provided by the Emergency Price Control Act of 1942, as amended.

(e) *Licensing.* The provisions of Licensing Order No. 1[6] licensing all persons who make sales under price control are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more price schedules or regulations. A person whose license is suspended may not during the period of suspension, make any sale for which his license has been suspended.

SEC. 20. *Geographical applicability.* The provisions of this regulation shall be applicable in the forty-eight states and the District of Columbia.

NOTE: The reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This regulation shall become effective on the 13th day of December 1944.

Issued this 8th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18636; Filed, Dec. 8, 1944; 11:43 a. m.]

PART 1375—EXPORT PRICES

[2d Rev. Max. Export Price Reg.,[1] Amdt. 12]

SWISS WATCHES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The Second Revised Maximum Export Price Regulation is amended by adding a new paragraph (f) to section 3 to read as follows:

(f) In the case of imported Swiss watches exported to the Territories and Possessions of the United States, the maximum export price shall be the maximum price established by Revised Maximum Price Regulation No. 499 which would be applicable to a sale of the commodity by the exporter to a domestic purchaser similar to the purchaser in the Territory or Possession, plus the allowable expenses authorized by section 4 (b) and less the deductions provided by section 5.

This Amendment No. 12 shall become effective December 13, 1944.

Issued this 8th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18637; Filed, Dec. 8, 1944; 11:42 a. m.]

PART 1396—FINE CHEMICALS, DRUGS AND COSMETICS

[MPR 353,[2] Amdt. 6]

CERTAIN FINE CHEMICALS

A statement of the considerations involved in the issuance of this amend-

[4] 8 F.R. 4132, 5987, 7662, 9993, 15193; 9 F.R. 1036, 5436, 5923, 7201, 9834, 11273, 12919.

[5] 9 F.R. 10476, 13715.

[6] 8 F.R. 13240.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 4132, 5987, 7662, 9993, 15193; 9 F.R. 1036, 5435, 5923, 7201, 9834, 11273, 12919.

[2] 8 F.R. 3951, 6441, 13125, 16155; 9 F.R. 3619.

ment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1396.59 (k) (1) is amended by adding the following subdivision at the end thereof:

(v) Notwithstanding the foregoing provisions of this section, sales of citric acid by Citro Chemical Company of America, Maywood, New Jersey, to The Emerson Drug Company of Baltimore, Maryland, shall be exempt from price control for so long as The Emerson Drug Company agrees to absorb any increased costs to it resulting from such exemption and that it will not increase its prices nor apply for any increase in its maximum prices for sales of any of its products or services, wholly or in part by reason of such increased costs of citric acid, nor use costs of citric acid above ceiling prices set out in this section in computation of maximum prices of any commodity or service under any applicable regulation.

This amendment shall become effective December 13, 1944.

Issued this 8th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18631; Filed, Dec. 8, 1944; 11:44 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 395,[1] Amdt. 35]

IMPORTED COMMODITIES IN THE VIRGIN ISLANDS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

1. Section 5 (a) is amended to read as follows:

(a) The provisions of this Maximum Price Regulation 395 shall be applicable to sales within the Virgin Islands of the United States unless otherwise provided herein, notwithstanding the provisions of Maximum Price Regulation 201.[2]

This amendment shall become effective as of November 21, 1944.

Issued this 8th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18632; Filed, Dec. 8, 1944; 11:44 a. m.]

PART 1426—WOOD PRESERVATION AND PRIMARY FOREST PRODUCTS

[MPR 558,[3] Correction]

EASTERN WOODEN MINE MATERIALS AND INDUSTRIAL BLOCKING

Table 5 (D) is corrected to read as follows:

TABLE 5 (D)—MAXIMUM PRICES FOR SAWN MINE MATERIAL PRODUCED IN ZONE 5, P. O. E. CARS LOADING OUT POINTS

	Price	Per M'BM (weight)	
		Green	Dry
Short mine material (mixed hard woods):			
Post caps (headers), all sizes	$23.00	6,400	3,000
Wedges to specifications	43.00	6,400	3,000

Issued this 8th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18634; Filed, Dec. 8, 1944; 11:42 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 425,[1] Amdt. 12]

FRESH FRUITS, BERRIES AND VEGETABLES FOR PROCESSING

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

The effective date provision of Amendment 10 is amended to read as follows:

Amendment 10 shall become effective 12:01 a. m. October 6, 1944, except that with respect to sales and deliveries of the specified varieties of grapes for processing that are produced in the states of Michigan and Washington it shall become effective as of 12:01 a. m. August 15, 1944.

This amendment shall become effective as of August 15, 1944.

Issued this 8th day of December 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved: December 1, 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-18633; Filed, Dec. 8, 1944; 11:44 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426,[2] Amdt. 74]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.*

Section 15, Appendix H, paragraph (b), Table 2 is amended by adding a footnote reference 4 to the figure "$1.15" in Columns 5 and 6 and the figure "6.4" in Column 5 and footnote 4 is added to read as follows:

[4] During the period beginning December 7, 1944 and ending December 31, 1944, the figure "$1.25" is substituted for the figure "$1.15" in Item 1 in Columns 5 and 6. During that period the figure "7.0" is substituted for the figure "6.4" in Item 3, Column 5.

This amendment shall become effective December 7, 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

Approved December 5, 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-18581; Filed, Dec. 7, 1944; 4:09 p. m.]

TITLE 38—PENSIONS, BONUSES AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 36—REGULATIONS UNDER SERVICEMEN'S READJUSTMENT ACT OF 1944

GUARANTY OF LOANS ON FARMS AND FARM EQUIPMENT

The following regulations govern the guaranty of loans on farms and farm equipment under Title III of the Servicemen's Readjustment Act of 1944:

Sec.
36.4100 Definitions.
(a) Administrator.
(b) United States.
(c) State.
(d) Designated agency or agency.
(e) Federal agency.
(f) Guaranty.
(g) Mortgage.
(h) Secondary or junior loans.
(i) Guaranteed loan.
(j) Farming operations.
(k) Reasonable normal value.
(l) Real property.
(m) Indebtedness.
(n) Note.
(o) Appraiser.
(p) Certificate of title.
(q) Credit report.
(r) Eligible veteran.
(s) Eligible lenders.
(t) Creditor.
(u) Debtor.
(v) Conducted by a veteran.
(w) Interest.
36.4101 Miscellaneous.

LOANS ELIGIBLE FOR GUARANTY

36.4102 Eligible loans.
36.4103 Agricultural loans.
36.4104 Repairs, improvements, taxes, delinquent indebtedness, etc.
36.4105 Loan for delinquent indebtedness and taxes on farm home.
36.4106 Prior liens.
36.4107 First liens required.
36.4108 Mortgages required.
36.4109 Transfer of title.
36.4110 Obligation of guarantor.
36.4111 Contract provisions.
36.4112 Repayment provisions.

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*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 8815, 9513, 9907, 10425, 11009, 13264.

[2] 9 F.R. 10494.

[3] 9 F.R. 11643.

[1] 8 F.R. 9309, 9879, 12032, 12952, 14164, 15674, 16293; 9 F.R. 7505, 7330, 7330, 7858, 8188, 10264, 12173.

[2] 8 F.R. 16409, 16294, 16519, 16423, 17372; 9 F.R. 780, 902, 1631, 2003, 2023, 2591, 2193, 4030, 4086, 4038, 4434, 4786, 4767, 4877, 5320, 5929, 6104, 6103, 6420, 6711, 7259, 7203, 7434, 7425, 7580, 7683, 7759, 7774, 7634, 8148, 8000, 8090, 9289, 9366, 9503, 9512, 9549, 9765, 9990, 9897, 10192, 10192, 10499, 10577, 10777, 10578, 11350, 11534, 11546, 12038 12203, 12340, 12341, 12263, 12412, 12537, 12643, 12903, 12373, 13057, 13138, 13205, 13761, 13934, 14003, 13995.

AUTHORITY: §§ 36.4100 to 36.4151, inclusive, issued under 58 Stat. 284.

§ 36.4100 *Definitions.* Wherever used in these regulations, unless the context otherwise requires, the terms defined in this section shall have the meaning herein stated, namely:

(a) "Administrator" means the Administrator of Veterans' Affairs or any employee of the Veterans' Administration designated by him to act in his stead.

(b) "United States" used geographically means the several States, Territories and possessions, and the District of Columbia.

(c) "State" means any of the several States, Territories and possessions, and the District of Columbia.

(d) "Designated agency" or "agency" as used in respect to processing applications for guaranty of loans, means any Federal instrumentality designated by the Administrator (including Veterans' Administration if so designated) to certify whether an application meets the requirements of the act and regulations, and recommend whether the application should be approved if the applicant is found eligible.

(e) "Federal agency" as used with respect to agencies making, guaranteeing, or insuring primary loans, means any Executive Department, or administrative agency or unit of the United States Government (including a corporation essentially a part of the Executive Branch) at any time authorized by law to make, guarantee or insure such loans.

(f) "Guaranty" means the obligation of the United States of America assumed by virtue of the guaranty by the Administrator as provided in Title III of the Servicemen's Readjustment Act of 1944 (58 Stat. 284; 38 U.S.C. 693), and subject to the limitations and conditions thereof and of these regulations. The subject of the guaranty is that portion of an eligible loan procured by an eligible veteran which may be subject to being guaranteed as provided in said Title III, as determined by the Administrator upon application in accordance with these regulations.

(g) "Mortgage" means an applicable type of security instrument commonly used or legally available to secure loans or the unpaid portion of the purchase price of real or personal property in a State, District, Territory or possession of the United States of America in which the property is situated. It includes, for example, deeds of trust, security deeds, escrow instruments, real estate mortgages, conditional sales agreements, chattel mortgages.

(h) "Secondary" or "junior" loan means a loan which is secured by a lien or liens subordinate to any other lien or liens on the same property.

(i) "Guaranteed loan" means a loan, unsecured, or secured by a primary lien, or where permissible under the act and these regulations, a secondary lien, which loan is guaranteed in whole or in part by the Administrator as evidenced by endorsement thereon; or by a Loan Guaranty Certificate issued by the Administrator, and which shall have become effective as prescribed by these regulations; or by such other legal evidence as may be provided by the Administrator.

(j) "Farming operations" are those which involve actual production and marketing of crops, livestock, livestock products, or other agricultural commodities, and which constitute the applicant's major occupation. No acreage limit will be established but size will be a factor in determining practicability.

(k) "Reasonable normal value" for the purposes of the act is that which can be justified as a fair and reasonable price to be paid for the real or personal property for the purposes for which it is being acquired, assuming a reasonable business risk, but without undue speculative or other hazard as to the future of such value. There must also be taken into consideration the normal earning capacity value of the farm or other property, assuming average managerial ability, and yields and prices for farm products that may reasonably be anticipated during the period of the loan. There will not be unreasonably rigid adherence to long-time average prices or reliance upon a continuation of abnormal prices.

(l) (1) "Real property" as used in section 502 of the act refers to an interest in realty defined in this section and subject to the conditions therein. It includes buildings and other improvements that are deemed to be real property under the law of the State where situated.

(i) An interest in realty may be a fee simple estate, or certain other estates indicated in subdivisions (i) to (vi), inclusive, of this subparagraph including an estate for years, eligible as security for guaranteed loans. But in any event the estate shall be one limited to end at a date more than 14 years after the ultimate maturity date of the loan, or when the fee simple title shall vest in the lessee; except that, if it is a leasehold that terminates earlier, it shall nevertheless be acceptable if lessee has the irrevocable right to renew for a term ending more than 14 years after the ultimate maturity date of the loan or until the fee simple title shall vest in lessee; provided the mortgagee obtains a mortgage lien of the required dignity upon such option right or anticipated reversion or remainder in fee.

(ii) A life estate or other estate of uncertain duration is excluded, unless the remainder interests are also encumbered by liens of the same dignity to secure the same debt.

(iii) A remainder interest in realty shall be eligible as security for a guaranteed loan only in the event that all the owners of intervening immediate or remainder interests lawfully can and do (*a*) join in the mortgage in such manner as to subject all such intervening estates to the lien; or (*b*) execute and deliver a lease or other proper conveyance to the owner of the ultimate remainder in fee simple in such manner as to assure his legal right to possession and enjoyment until the vesting of his ultimate remainder interest.

(iv) If other than a fee simple estate or estate for years with minimum duration as stated in subdivision (i) of paragraph (l) (1) of this section is offered as security, full information may be submitted to the Administrator before taking application from the veteran. The Administrator shall determine the eligibility of any such estate.

(v) The existence of any of the following will not require denial of the guaranty, hence will not require special submission:

(*a*) Outstanding easements for public utilities, party walls, driveways, and similar purposes;

(*b*) Customary building or use restrictions for breach of which there is no reversion and which have not been violated to a material extent;

(*c*) Slight encroachments by adjoining improvements;

(*d*) Outstanding water, oil, gas or other mineral rights which do not and will not materially impair the value for farming purposes, and which are customarily waived by prudent lenders in the community: *Provided, however,* That if there is outstanding any legal rights to quarry, mine, or drill within 400 feet of the principal residence or barn on the encumbered farm, the application for guaranty may be denied for that reason, unless upon consideration of all the facts, the Administrator determines otherwise.

Such determination at the option of the lender or borrower may be obtained upon a special submission of all the facts prior to taking application for guaranty.

(vi) A mortgage on an undivided interest in realty shall not be acceptable unless all co-tenants of the veteran join in the mortgage and unless such joinder has the legal effect of creating a lien on the property such as is otherwise required. In such cases it shall not be required that the co-tenants join in, endorse, or otherwise become personally liable on the veteran's indebtedness. Notwithstanding such joinder in the mortgage by the co-tenants the value of the security for purpose of guaranty shall be determined with respect to the individual interest of the veteran only, and the guaranty will be limited to the proper proportion of that sum, irrespective of the actual amount of the loan.

(2) "Personal property" means tangible or intangible property other than "real property" as defined in paragraph (l) (1) of § 36.4100 if such property is to be used in farming operations conducted by the veteran as prescribed in these regulations. It includes property which by reason of the contract of the seller and purchaser remains personalty notwithstanding that except for such contract it would become a "fixture", or otherwise a part of the realty.

(3) Livestock, equipment, machinery or implements for the purchase price of, or loan upon, which a guaranty under section 502 is applied for shall be those to be used directly in farm operations to be conducted by the veteran on farm land in which he holds any estate mentioned in subdivisions (i) to (vi), inclusive, of paragraph (l) (1) of § 36.4100, or any farm land to the use and occupancy of which he is entitled for a sufficient period to make a suitable crop. The latter right shall be evidenced by a lease, or by an appropriate letter from the landlord, evidencing the veteran's right to use of the land.

(m) "Indebtedness" means the unpaid principal and accrued interest on the note, bond or other obligations, the subject of the guaranty, and includes also taxes, insurance premiums and any other items for which the debtor is liable under the terms of the mortgage or other contract, including proper contractual or statutory trustee fees and attorney fees, if any.

(n) "Note" means a promissory note, a bond, or other instrument evidencing the debt and the debtor's promise to pay same.

(o) "Appraiser" means an individual or firm or corporation of recognized standing, approved in writing by the Administrator to appraise property. An applicant for designation as an approved appraiser shall show to the satisfaction of the Administrator that he is of good character and that his experience and information enable him to form sound opinions as to the reasonableness of the purchase price or cost of property to be appraised in the territory in which he expects to operate. He shall also be experienced in determining the earning capacity of farms.

A list of appraisers, considered by the Administrator to be in good standing at the time these regulations become effective, may be approved.

(p) "Certificate of title" means with respect to real property a written and signed opinion or statement as to title by a qualified member of the bar of, or by a title company authorized to do such business in, the jurisdiction in which the mortgaged property is situated; or at the option of borrower and lender a title insurance or guaranty contract by a corporation authorized to engage in such business in the State wherein the property is situated; or appropriate evidence of title in the proposed encumbrancer pursuant to a Torrens or other similar title registration statute.

(q) "Credit report" means the report submitted by any credit reporting agency of at least five years' experience with facilities for national coverage, approved by the Administrator, or any other form of report acceptable to the Administrator for the purpose of determining the applicant's credit standing. (See §§ 36.4124 and 36.4125 before ordering credit report).

(r) "Eligible veteran" means a veteran who:

(1) Served in the active military or naval service of the United States on or after September 16, 1940, and before the officially declared termination of World War II;

(2) Shall have been discharged or released from active service under conditions other than dishonorable either (i) after active service of ninety days or more, or (ii) because of injury or disability incurred in service in line of duty, irrespective of length of service; and

(3) Applies for the benefits of this Title within two years after separation from the military or naval forces, or within two years after the officially declared termination of World War II, whichever is later. In no event, however, may an application be filed later than five years after such termination of such war.

(s) "Eligible lenders" are persons, firms, association, corporations and governmental agencies and corporations, either State or Federal. (Section 500 (c).)

(t) "Creditor" means the payee, or any subsequent holder of the indebtedness, and includes a mortgagee.

(u) "Debtor" means the maker of the note, or obligor in any other obligation, or any other person who is, or becomes, liable thereon, by reason of a contract of assumption or otherwise.

(v) "Conducted by a veteran" means personally directed and operated by a veteran on the site, with or without hired labor; not solely operated by a tenant or an employee who does not receive supervision and direction by the veteran.

(w) "Interest" means the compensation fixed by law, or by the parties to a contract, for the use or detention of, or forbearance with respect to money, irrespective of the name applied to such compensation.

§ 36.4101 *Miscellaneous.* Throughout these regulations unless the context otherwise requires; (a) the singular includes the plural; (b) the masculine includes the feminine and neuter; (c) person includes corporations, partnerships and associations; (d) month means calendar month, i. e., the period beginning on a certain date in one month and ending at midnight the preceding date of the next month; (e) "the act" or "the statute" means the Servicemen's Readjustment Act of 1944, Ch. 268, 78th Congress, 2d Session (Public No. 346) 58 Stat. 284; 38 U. S. C. 693; (f) Title III means Title III of the act.

LOANS ELIGIBLE FOR GUARANTY

§ 36.4102 *Eligible loans.* (a) The real or personal property encumbered to secure a loan guarantee pursuant to Title III of the Act shall be situated within the United States as defined in § 36.4100 (b).

(b) (1) The veteran must possess such actual knowledge of farming and be of such character and industry as to indicate that because of his ability and experience relevant to farming he likely will be able to succeed in the conduct of farming operations. Agricultural courses in schools of recognized standing and other training will be given due weight in evaluating experience.

(2) It must appear that the veteran's financial situation will be such that he likely will be able to carry on the farming enterprise successfully. The amount of "readjustment allowance", if any, payable pursuant to Title V of the act (38 U. S. C. 696, 696d) shall be considered in this connection.

(c) A farming operation must be of sufficient size and productivity to enable an operator of average ability, operating under normal circumstances as to yields and prices, to derive sufficient subsistence and income from it to meet necessary living and operating expenses and debt obligations. The area of the farm unit and its composition (i. e., crop acres, pasture, woodland, etc.) must be carefully related to and reconciled with the type of operations which would be undertaken by a typical operator. Improvement and farm facilities must be appropriate, or feasibly adjustable, to operations to be undertaken.

§ 36.4103 *Agricultural loans.* Section 502 of the act provides for granting to an eligible veteran "the guaranty of a loan to be used in purchasing any land, building, livestock, equipment, machinery, or implements, or in repairing, altering, or improving any buildings or equipment, to be used in farming operations conducted by the applicant" if the Administrator of Veterans' Affairs finds that:

(a) The proceeds of such loan will be used in payment for real or personal property purchased or to be purchased by the veteran, or for repairing, altering or improving any buildings or equipment, to be used in bona fide farming operations conducted by him;

(b) Such property will be useful in and reasonably necessary for efficiently conducting such operation;

(c) The ability and experience of the veteran, and the nature of the proposed farming operations to be conducted by him are such that there is a reasonable likelihood that such operations will be successful; and

(d) The purchase price paid or to be paid by the veteran for such property does not exceed the reasonable normal value thereof as determined by proper appraisal.

§ 36.4104 *Repairs, improvements, taxes, delinquent indebtedness, etc.* (a) "Alterations" in respect to a farm, means any structural changes in or additions to an existing building, or equipment, on or to be used on the farm, including heating and other equipment that become fixtures; or operations of a protective nature, which increase the usefulness of such buildings or equipment.

(b) "Improvements" means construction of new buildings (other than the main residence), new or improved fencing, installation or extension of water supply, or of electricity for domestic or other purposes on the farm, sewers and other waste disposal systems on the farm, silos, barns, and other structures thereon.

(c) "Repairs" means the work and material necessary to restore the building or fixture therein, or the equipment, to a condition that is useful and appropriate to the circumstances, the need therefor having arisen because of wear and tear, accident or other cause.

(d) "Taxes" means general or special taxes assessed against the real property.

(e) "Special assessments" means any charges for improvement purposes assessed against the real property.

(f) "Delinquent indebtedness" means past due amounts of principal or interest (and without giving effect to any acceleration provisions) on an obligation secured in whole or in part by lien or liens on property of an eligible veteran and occupied as his home. (See § 36.4105 (a).)

(g) "Purchased or to be purchased" as used in section 502 (1) of the act refers to real or personal property to be used for the purpose stated in section 502 of the act, whether the property is purchased contemporaneously with such application, or is to be purchased subsequent thereto. But as to any loan for a future purchase the guaranty will become effective only from the time the purchase is consummated.

§ 36.4105 *Loan for delinquent indebtedness and taxes on farm home.* (a) Under appropriate circumstances a guaranty pursuant to section 501 (b) of the act may be obtained if the loan is "for the purpose of * * * paying delinquent indebtedness, taxes, or special assessments on residential property owned by the veteran and used by him as his home * * *". Section 501 (b) is applicable to a farm if it is the veteran's home. (See § 36.4104 (d), (e), (f).)

(b) Guaranty of a loan for alterations, improvements, or repairs (as each is defined and limited in § 36.4104) for the farm may be granted if otherwise proper, notwithstanding that such loan is not secured by a first lien.

(c) Satisfactory evidence will be required to establish that:

(1) The proceeds of the loan will be used for an appropriate purpose as prescribed in paragraphs (a) and (b) of this section.

(2) The amount of the loan will bear a proper relation to the value and earning power of the property, and the alterations, improvements or repairs of the real or personal property will enhance its value to a reasonable degree.

§ 36.4106 *Prior liens*—(a) *Real property.* The existence of a lien or liens on the real property in respect to which a guaranty of a loan is sought pursuant to section 501 (b) will not necessarily require a denial of the application for guaranty; but full consideration will be given to the amount, rate of interest, and maturity dates of the primary loan in determining whether a suitable relation will exist between the veteran's obligation and probable available income.

(b) *Personal property.* Unless section 501 (b) of the act is applicable, or unless the circumstances are extraordinary, a loan which is to be secured by a lien on personalty shall be secured by a first lien thereon. (See §§ 36.4104 and 36.4105.)

§ 36.4107 *First liens required.* Except as provided in section 505 of the act, loans for the purpose of purchasing a farm with or without a residence thereon, and loans for constructing a residence thereon, and in respect to which any guaranty is sought, shall be secured by a first lien on the property, but the existence of tax or special assessment prior liens will not necessarily disqualify security which is adequate and otherwise acceptable.

§ 36.4108 *Mortgages required.* (a) (1) Each loan guaranteed in whole or in part by the Administrator shall be secured by a "mortgage" except that when the principal amount of a loan to be guaranteed does not exceed $500 and the lender does not require a mortgage, the Administrator may nevertheless guarantee such loan provided it complies otherwise with the Act and these regulations. (As to procedure see § 36.4124 (c) and (f).)

(2) If indebtedness of the veteran is not adequately secured by a lien on the entire interest in specific chattels or other personal property, but is secured by undivided interests therein, the requirements of § 36.4100 (l) (1) (vi) relating to undivided interests in realty shall be applicable to the interests in said chattels or other personal property.

(3) The "mortgage" shall include all intangible property rights which are incident to the encumbered property, real or personal.

(4) If the encumbered real or personal property is owned by a partnership all partners shall join in the encumbrance or their authorization to the person or persons executing the encumbrance shall be in writing in due form and properly acknowledged. The Veterans' Administration will not require that a partner other than the veteran become personally liable on the obligation.

(b) The law of the "State" where the contract is made determines the capacity of the parties to contract. Similarly the law of the "State" wherein the real estate or personal property is situated determines the capacity of "mortgagor" to encumber and of the "mortgagee" to hold the legal rights resulting from encumbrance. The act does not modify such law of the "State". The guaranty by the Administrator will be available only in the event that under the applicable "State" law the contract between the borrower and lender is binding on both, and the "mortgage" has the legal effect intended. Paragraph (b) of this section will be applicable particularly in cases involving minors, "persons of unsound mind", and persons under other legal disability by reason of the law of the "State". It will be applicable also in cases involving "mortgage" or other loans which any guardian, conservator, or other fiduciary seeks to make, or obtain; and to a guaranty thereof for which application is submitted.

(c) *Type of loan and mortgage.* (1) Except as otherwise provided in paragraph (a) of this section each loan guaranteed under the provisions of Title III must be evidenced by a "note" or "notes" secured by appropriate security instrument or instruments ("mortgage legally sufficient in the jurisdiction in which the property to be encumbered is situated"), including a pledge or hypothecation when appropriate.

(2) A term loan, which is in accord with applicable State or Federal law, and regulations, if any, may be eligible for guaranty if the amount of the loan to be guaranteed plus the unpaid amount of all obligations secured by liens superior to the lien securing the proposed loan does not exceed two-thirds of the "reasonable normal value" of the property encumbered to secure the loan and if the ultimate maturity date of the "mortgage" indebtedness so secured, and to be guaranteed, is not more than five years from the date of the "note". Such superior liens shall not be "mortgage" liens except when the guaranty is issued pursuant to § 36.4105 and § 36.4106 of these regulations.

(3) Except as provided in subparagraph (2) of this paragraph the loan shall be amortized. If the obligation to be amortized is secured by realty it may, and except for a period not in excess of the first three years shall, require periodical payments not less frequently than annually. The amounts so payable shall be substantially equal as to principal, or if the parties so agree, as to principal and interest. In any event they shall be such as will result in payment of the entire principal and interest within not more than 20 years from the date of the loan, or the date of assumption by the veteran, whichever is later. At the request of the mortgagor the payments for the first year shall be less than the amounts required in other years by the sum representing the interest charge on the guaranteed part of the loan, and which interest

charge the Administrator will pay at the end of the first year. The mortgagor and mortgagee may agree that no payment on principal will be required during a period not extending beyond the first three years. The ultimate maturity, and the dates and amounts of periodical payments, shall be fixed so as to maintain until the ultimate maturity substantially the same ratio between the indebtedness and the value of the real and personal property encumbered to secure same, taking into consideration the fact that the useful life of portions of the real or personal property will have ended prior thereto.

§ 36.4109 *Transfer of title.* The conveyance of, or other transfer of title to the property after the creation of a lien thereon to secure the veteran's debt, which is guaranteed in whole or in part by the Administrator, shall not terminate or otherwise affect the contract of guaranty, unless (a) the "creditor" by express agreement for that purpose releases or otherwise discharges the veteran from personal liability thereon; or (b) by indulgence of, or by agreement with, the veteran's immediate or remote grantee or vendee contrary to these regulations and without the consent of the Administrator the creditor so alters the contract made by the veteran with the lender as to cause discharge of the veteran by operation of law.

§ 36.4110 *Obligation of guarantor.* To the extent prescribed the obligation of the United States is that of a guarantor, not an indemnitor.

§ 36.4111 *Contract provisions.* Subject to the provisions of the act and these regulations, the contract between the lender and borrower may contain such provisions as they agree upon and which are reasonable and customary in the locality where the property is situated.

§ 36.4112 *Repayment provisions.* (a) If the loan be an amortized loan the lender and borrower may contract for periodical payments at monthly or other intervals, but not less frequently than annually, subject to the provisions of § 36.4108 (c) (3).

(b) If the mortgagor consents the mortgage may provide that such monthly or other periodical payment shall include in addition to the proper amount to be credited to the principal and interest a proportionate part of the estimated amounts required annually for all taxes, rents, special assesments, if any, and fire and other hazard insurance premiums. Such provisions may direct the method of crediting the additional amounts included in the periodical payments for the purposes stated in this paragraph.

(c) The method may be by crediting the note with the amounts so received and debiting same with disbursements by the creditor for such purposes; or by crediting and debiting a separate "trust account", or otherwise as the debtor and creditor agree. Unless otherwise provided by the parties, all periodical payments made by the debtor on the obligation shall be applied to the following items in the order set forth:

(1) Taxes, special assessments, fire and other hazard insurance premiums and rents (allocated among such items as the creditor elects);

(2) Interest on the mortgage debt; and

(3) Principal of the mortgage debt.

§ 36.4113 *Prepayments.* (a) When the debt is to be amortized the note or other evidence thereof, or the mortgage securing same, shall contain appropriate provisions granting any person liable for such debt, the right to pay at any time the entire unpaid balance or any part thereof. Unless otherwise agreed all such prepayments shall be credited to the unpaid principal balance of the loan as of the due date of the next instalment. No premium shall be charged for any partial or entire prepayment.

(b) Any person liable shall be entitled to prepay a term loan, or any part thereof, upon not less than one month's notice. The note or mortgage shall so provide.

(c) Any prepayment shall be applied in the manner and to the items directed by the person making the prepayment.

§ 36.4114 *Pro rata decrease of guaranty.* The amount of the guaranty shall decrease pro rata with any decrease in the amount of the unpaid principal of the loan, prior to the date the claim is submitted.

§ 36.4115 *Insurance coverage required.* (a) Buildings, the value of which enter into appraisal forming the basis for the loan guaranteed, shall be insured against fire, and other hazards against which it is customary in the community to insure, and in reasonable amount at least equal to the amount by which the loan exceeds the value of the encumbered land plus that of the improvements included in the appraisal but which are not subject to the hazards insured against: *Provided:* That upon a satisfactory showing at the time of the application for guaranty that (1) it is impossible or impracticable to obtain such insurance because of location, prohibitive cost, or other good reason; (2) prudent lenders in such community customarily do not require such insurance, or some portion thereof, (amount or hazard) and (3) the lender submitting the application is willing to make the loan without insurance coverage on one or more of the buildings, or without certain coverage, or in a reduced amount, and subject to the provisions of paragraphs (b) and (c) of this section; the Administrator may at the time of approving the application waive all or part of such insurance requirements, subject to the provisions of said paragraphs (b) and (c) of this section. No waiver will be granted on the basis of premium cost in any case wherein the premium cost on an annual basis does not exceed $5.00 per $1000 of insurance against the hazard of fire, or $10.00 per $1000 for fire and all other hazards covered by the insurance. For loans on personalty insurance collectible in amount equal to the debt and against the hazards usually insured against, if reasonably available at reasonable cost, shall be required. The insurance coverage on personalty will be a factor in determining the practicability of the loan. The procuring of insurance of the amount and coverage stated in the approved application shall constitute conclusive evidence of waiver by the Administrator of insurance in excess of the amount stated in or in connection with the application and also all hazards and property not mentioned therein as hazards and property to be covered.

The creditor shall require that there be maintained in force such insurance of the coverage stated in the approved application in an amount not less than the amount stated or the amount of the unpaid indebtedness whichever is the lesser.

In the event insurance becomes unavailable the fact shall be reported to the Administrator for determination whether waiver shall be granted or loan declared in default.

(b) For the sole purpose of determining the amount payable upon a claim under the guaranty after an uninsured loss (partial or total) has been sustained, the unpaid balance of the loan (except as provided in paragraph (c) of this section) will be deemed to have been reduced by an amount equal to the amount of the uninsured loss, but in no event below an amount equal to the value of the land and other property remaining and subject to the mortgage.

(c) There shall be no reduction of the amount of the guaranty as provided in paragraph (b) of this section by reason of an uninsured loss which is uninsured (as to hazard or amount) by reason of a waiver by the Administrator as provided in paragraph (a) of this section.

(d) All insurance effected on the mortgaged property shall contain appropriate provisions for payment to the "creditor," (or trustee, or other appropriate person for the benefit of the "creditor"), of any loss payable thereunder. If by reason of the "creditor's" failure to require such loss payable provision in the insurance policy, payment is not made to the "mortgagee" the liability on the guaranty nevertheless shall be reduced as provided in paragraph (b) of this section with respect to an uninsured loss, except to the extent that the liability under the policy was discharged by restoring the damaged property, by the insurer, or out of payments thereunder to the insured, or otherwise. No waiver pursuant to paragraph (a) of this section shall modify this paragraph.

(e) Upon the "creditor" (or trustee or other person) collecting the proceeds of any insurance contract, or other sum from any source by reason of loss of or damage to the "mortgaged" property, he shall be obligated to account for same, by applying it on the indebtedness, or by restoring the property to the extent the expenditure of such proceeds will permit. As to any portion of such proceeds the "mortgagee" is not entitled to retain for credit on such indebtedness or by reason of other legal right, he shall hold and be obligated to pay over the same as trustee for the United States and for the debtor, as their respective interests may appear.

(f) Nothing in these regulations shall operate to prevent the veteran from procuring acceptable insurance through any authorized insurance agent or broker he selects. In all cases the insurance carrier shall be one licensed to do such business in the State wherein the property is situated.

§ 36.4116 *Loan charges.* (a) In the case of a purchase of real or personal property by the veteran and a guaranty pursuant to the act and these regulations of an indebtedness representing part of the purchase price, there may be charged to the veteran and included in said note amounts actually paid or incurred by the seller ("mortgagee") for such expenses and charges as are chargeable to such purchaser in accord with local custom, if the purchaser so agrees, such as fees for appraisals, credit and character report on the veteran, surveys, fees of purchaser's (not seller's) attorney, recording fees for recording the deed and the "mortgage" only, premiums on fire and other hazard insurance that may be required in accordance with these regulations.

(b) In the case of a loan to the veteran, charges in accord with local custom, such as fees for appraisals, credit and character report, surveys, abstract, or title search, curative work and instruments, attorney fees, fees for tax certificates showing all taxes paid, premiums on fire and other hazard insurance that may be required in accordance with these regulations, revenue stamps, recording fees, etc., all limited to amounts actually paid or incurred by the lender, may be charged to the borrower and withheld from the gross amount of the loan.

(c) Any unreasonable charges shall be ground for denying an application for guaranty. No brokerage or other charges shall be made against the veteran for obtaining any loan guaranty under this title.

§ 36.4117 *Interest.* (a) The rate of interest chargeable on a loan guaranteed fully or in part, shall not exceed 4 per centum per annum on unpaid principal balances. Interest may be computed in accordance with standard amortization practices.

(b) The rate of interest on a secondary loan which is guaranteed pursuant to section 505 of the act may exceed by not more than 1% per annum the rate charged on the principal loan, but in no event shall the rate on the secondary loan exceed 4% per annum.

§ 36.4118 *Advances.* (a) Nothing herein shall prevent the creditor from making advances for the benefit of the mortgagor to pay taxes, assessments and insurance premiums as they become due, and the cost of emergency repairs needed to protect the property. The amount guaranteed by the Administrator shall be increased pro rata with all such increases in the unpaid principal balance of the loan: *Provided,* (1) That the annual interest rate on all advances shall not exceed 4 per centum per annum; (2) that the terms of repayment shall not extend the date of the amortization of the loan and (3) that the amount of the guaranty shall in no event exceed the original amount thereof, nor exceed the percentage of the indebtedness originally guaranteed.

(b) In the case of any advance made by a creditor to a debtor, the creditor with the consent of the debtor may apply any and all payments made by the debtor for a period of twelve months to the liquidation of the advance without considering the original loan in default. This shall not be construed to extend the period of indulgence contemplated by §§ 36.4134 and 36.4135.

§ 36.4119 *Construction loans.* Under certain circumstances loans relating to new construction may be guaranteed pursuant to the act. (See § 36.4132.)

GUARANTY BY THE ADMINISTRATOR

§ 36.4120 *Limits.* In no event will the aggregate obligations of the United States as guarantor under Title III exceed $2,000 in respect to one veteran, whether there be one or several loans, and whether some are obtained for the acquisition of a home, others for a farm, and others for business, or equipment, or other purposes. Repayment of a loan or loans in whole or in part, or transfer of the encumbered property does not modify or enlarge such limitation. The guaranty shall not at any time exceed 50 per centum of the aggregate of the indebtedness for any of the purposes specified in sections 501, 502 and 503 of the act.

§ 36.4121 *Second loan under section 505 (a).* Section 505 (a) of the act provides that when the principal loan for any of the purposes stated in sections 501, 502 or 503 is "approved by a Federal agency to be made or guaranteed or insured by it pursuant to applicable law and regulations, and the veteran is in need of a second loan to cover the remainder of the purchase price or cost, or a part thereof", the Administrator may guarantee the full amount of the second loan, *Provided:*

(a) It does not exceed 20 per centum of the purchase price or cost.

(b) The amount guaranteed together with all other guarantees under Title III for the same veteran does not exceed $2,000.

(c) The loan conforms to all other applicable requirements of these regulations.

§ 36.4122 *Two or more eligible veterans or borrowers.* (a) In the absence of a statement to the contrary, an application signed by two or more eligible veterans shall be conclusively presumed to be an application by each for the guaranty of an equal proportionate part of the entire amount to be guaranteed: *Provided, however,* That if husband and wife execute the application, both being eligible veterans, it will be conclusively presumed in the absence of a contrary statement in the application that it is an application for guaranty on behalf of the husband only, unless the amount of the guaranty then available to the husband is insufficient to meet the requirement of the case for guaranty of a proper amount under these regulations and the terms of the application; in which event the deficiency may be charged against the amount available to the wife, unless she has in the application or otherwise (before approval) stated in writing her unwillingness to be so charged.

(b) The Administrator will not require a wife to sign an application made by her husband. If she also is an eligible veteran and desires to exercise her right as such to obtain a guaranty, a separate application by her will be required. Signature of her husband to indicate his pro forma joinder will be required only when the wife is resident of, or the application is signed in, or the property to be encumbered is situated in, a State under the laws of which such contract cannot be legally executed by a married woman alone as in the case of an unmarried woman.

§ 36.4123 *Maximum liability where there are two or more veterans.* (a) For the purpose of determining the maximum amount of the potential liability of the United States under a guaranty incident to an obligation on which two or more eligible veterans who applied for the guaranty are liable, the obligation will be deemed a several, and not a joint, obligation of the respective applicants who were charged with the guaranty or a part thereof notwithstanding that as among the debtors or any of them, and as between them, or any of them, and the creditor, the obligation is in fact and law a joint obligation or a joint and several obligation.

(b) In no event will the amount of any veteran's debt thereunder be deemed to exceed for guaranty purposes the amount for which each veteran is legally liable to the holder of the obligation, nor the value of the interest of the veteran in the property. If more than one of the obligors is an eligible veteran and application by him or them is granted, the maximum aggregate amount of the guarantees will be the sum of the amounts available to each applying veteran but in no event will the aggregate of the guarantees for more than one veteran exceed 50 per centum of the total loan except as provided under section 505 of the act.

(c) For the purpose of § 36.4123 the wife of a principal obligor shall not be counted unless (1) she is legally liable on the obligation under the law of the jurisdiction where she executed it, and (2) if she is a veteran she be properly chargeable with a part or all of the guaranty as provided in § 36.4122.

§ 36.4124 *Veteran's application.* (a) To apply for a guaranteed loan the veteran and the prospective lender shall complete and sign in duplicate Form 1822, Application for Farm Loan Guaranty. Before or after preparing the application, and before submitting it, the lender and the veteran will address a joint inquiry to the nearest office of the Veterans Administration on Form 1800, Certification of Eligibility, or otherwise. In addition to the necessary identifying information, they will state whether the property to be encumbered is real or personal, or both, the State and county in which it is situated, and the nearest highway. The Administrator will reply on said Form 1800 or otherwise, stating the name and address of an approved

appraiser of realty, and in the case of personal property, the person or persons to function as such.

(b) If instructed by the Administrator so to do, on Form 1800, Certification of Eligibility, or otherwise, the creditor will secure a credit report. If not so instructed such report will not be required by the Veterans Administration. (See paragraph (d) of this section.)

(c) If the proposed loan is for repairs, alterations or improvements to realty the appraisal report shall reflect an examination of the building contract, and the plans and specifications, if any, and shall include appropriate data sufficient to afford a basis for estimating the increased value of the farm to result from such repairs, alterations or improvements: *Provided, however,* That if the cost of such repairs, alterations and improvements does not exceed $500 the appraisal requirements of these regulations will be met by an appraisal report by the agency, and no plans or detailed specifications will be required as a condition to a guaranty otherwise proper. Such appraisal report may be abbreviated and consist of bill of material, estimate of labor cost, general description of the work to be done, and opinion of the agency as to reasonable normal value, and the enhancement of the value of the property.

(d) The veteran, the lender, and the appraiser shall be entitled, before or during the preparation of the application and other papers preliminary to a loan or purchase, to consult with the agency.

(e) In every case the appraiser's report shall indicate the basis, by survey or otherwise, of identifying the real property appraised as that to be encumbered to secure the proposed loan.

(f) If (1) the loan does not exceed $500, (2) the lender does not require a mortgage, and (3) the loan otherwise complied with these regulations, the provisions of paragraphs (b), (c) and (e) of this section; paragraphs (d), (e) and (h) of § 36.4125; paragraphs (a), (c) and (d) of § 36.4130; subparagraphs (2) and (3) of paragraph (a) of § 36.4131; and paragraphs (c) and (e) of § 36.4132 shall be inapplicable to such loan and any guaranty thereof: *Provided, however,* That in every such case there shall be submitted with the application a report by the agency as to the reasonable normal value of the work, or property, real or personal, to be purchased, repaired, altered, or improved.

(g) If the guaranty is applied for in connection with the acquisition of, or a loan upon livestock, equipment, machinery, or implements, the agency shall upon inspection or evidence and review of the application report its opinion as to the reasonable normal value of such property, and its recommendation as to the guaranty. Such report shall constitute an appraisal.

§ 36.4125 *Papers required.* The prospective lender shall submit to the agency the following papers:

(a) Certification of eligibility (see § 36.4124 (a)).

(b) Loan Guaranty Certificate (Form 1821 attached to application).

(c) Original application for guaranty signed by prospective lender and borrower (see § 36.4124 (a)).

(d) The credit report, if required. (See § 36.4124 (b) and (d).)

(e) The original appraisal report, Form 1833. (See § 36.4124 (c), (f) and (g).)

(f) Copy of purchase option, if any; and copy of conditional sales agreement if loan is to be predicated on such an instrument.

(g) Proposed loan closing statement of the estimated amounts to be disbursed by the lender for the account of the borrower (see Form 1806).

(h) Unless stated in the mortgage, or otherwise in the papers submitted, a statement of the kinds and amounts of insurance to be required to protect the mortgagor, the lender and the Administrator against loss by fire and other hazards, and the estimated premium cost thereof. (See § 36.4115.)

(i) When applicable, the original and copy (both signed) of Form 1862, Application to Amend Loan Guaranty Certificate. (See § 36.4131 (c) and (d).)

§ 36.4126 *Recommendation for approval of guaranty.* The Agency shall review the papers to determine whether it will recommend approval of the application for guaranty. Thereupon the Agency shall forward all the papers to the appropriate office of the Administrator with recommendation that (a) the Administrator approve the application, or (b) he disapprove it. If disapproval is recommended the reasons therefor shall be stated in writing at the time the papers are forwarded. A recommendation that the application be approved, shall be appropriately endorsed on the original of the application. If more than one person functions as or for the Agency in making such recommendation each such person shall sign the recommendation made, indicating concurrence or dissent. In case any such person fails to participate in the decision or is absent, the appropriate fact and name of such person shall be noted on the recommendation.

§ 36.4127 *Administrator's action on application.* (a) Upon receipt of the papers from the Agency, the Administrator will determine whether to approve the application. If disapproved he shall return to the proposed lender all papers received from the lender except the original application for guaranty and the original appraisal report and shall state that the application for guaranty has been denied and the reasons therefor. He shall send a copy of the letter to the veteran and the Agency. Upon denial any expenses incurred by the lender or the borrower shall be borne by them or either of them as they shall have agreed.

(b) (1) The veteran and the proposed lender, or either, may appeal to the Administrator for review of a denial of the application.

(2) Such appeal may be by letter, or on any prescribed form, and shall be mailed or delivered to central office of the Veterans Administration within one month after receipt of notice of denial.

(c) (1) If for any reason the loan transaction is not concluded and the same or another lender thereafter wishes to consider making a loan on the same security described in the original application, a supplemental application, if the same lender, or a new application if a different lender, may be submitted. If accompanying it is a statement by the borrower and lender that the condition of the security is substantially the same as when the appraisal report was made, the supplemental or new application may be approved without a new appraisal, if the supplemental or new application shall have been received by the Administrator within three months from the date of the appraisal report.

(2) Without reference to the time limit stated in subparagraph (1) hereof, a copy of the appraisal report will be supplied without cost to a prospective new lender or to the original proposed lender at the currently prescribed price for a copy.

§ 36.4128 *Execution and form of guaranty.* (a) If the Administrator approves the application he shall notify the Agency and the veteran thereof. For the purpose of evidencing the contract of guaranty, he shall execute a Loan Guaranty Certificate, to become effective upon the conditions therein stated. It shall be in substantially the form following:

Finance Form 1821
Nov. 1944

UNITED STATES OF AMERICA

LOAN GUARANTY CERTIFICATE ISSUED BY VETERANS' ADMINISTRATION

State _____
(Where property is located)

Number L.P. _____
(To be filled in by V. A.)

_____
(Lender) (Exactly as Payee's name will appear on note)

_____
(Borrower-Veteran) (Exactly as to be signed on note and mortgage)

_____
(House or Box Number—R.F.D. or Street—Post Office—County)

_____
(State)

_____
(House or Box Number—Street—Post office—County)

_____
(State)

I

A. This certificate shall become effective when the requirements of the statute and regulations have been complied with and the acts certified in Part III hereof have been accomplished in compliance with said requirements.

B. When it becomes effective as hereinabove prescribed, this certificate shall obligate the United States of America to pay to the legal holder of the "note" described on the reverse hereof upon his duly filing claim therefor:

1. All or such portion of the maximum amount hereby guaranteed as becomes payable upon the conditions, at the times stated in, and in accordance with the provisions of the Servicemen's Readjustment Act of 1944 (38 U. S. Code 693; 58 Stat. 284), and the regulations issued pursuant thereto which are in effect on the date of this certificate. In no event will the obligation under this certificate exceed $2,000. Subject to the fore-

going, this guaranty is for _____ per centum of the principal amount of said "note", but not for more than $_____. In no event will it exceed said percentage of the principal amount.

2. At the expiration of 1 year from the date of the "note", an amount equal to the interest for 1 year at the contract rate on that portion of the indebtedness ("note") originally guaranteed hereby, such payment to be credited on the indebtedness as prescribed by said regulations.

C. Executed on behalf of the United States of America by the Administrator of Veterans' Affairs, through the undersigned authorized agent on this date, to become effective in the manner hereinabove prescribed.

Dated_____

ADMINISTRATOR OF VETERANS' AFFAIRS

By _____
(Authorized Agent)

At _____
(Post Office)

NOTE: If loan is not closed the proposed lender, or when paid the holder of the note will mark this certificate "Cancelled", sign thereunder and return the Veterans' Administration.

II

Description of property to be "Mortgaged" (Lot and block, section and township, land lot and Land District, etc., and surveyor's field notes where appropriate and any other language proper to complete description. Include description of personal property, (if any). Describe fully: show serial numbers, if available, or any other means of identification.

Premises identified as_____
(Name of farm, if any, and R. F. D. also number or name of nearest highway)

_____
(City, Town, Village)

_____
(County, Parish)

_____
(State, District, Territory)

and further described as:_____

_____

_____

(If more space is needed, detach and continue description on reverse)

III

CERTIFICATION BY BORROWER AND LENDER

A. We hereby warrant that (1) the undersigned borrower named on the reverse hereof executed the note, the face amount of which is $____ consisting of $_____ principal and $____ interest as defined in the Regulations; (2) it is dated_____ day of _____ 19____; (3) borrower(s) and mortgagor(s) delivered it together with the "mortgage" (as defined in the regulations) bearing the same date, and executed to secure payment of said note; (4) said note and mortgage are in the form and type contemplated in the application of the undersigned pursuant to which this loan guaranty certificate was issued; and (5) the principal stated above has been paid to, or according to the directions of, the undersigned borrower(s).

B. The undersigned lender warrants that (1) the same "mortgage," duly executed and witnessed, acknowledged, or proved as required by law, was properly filed, or filed for record, if and as provided by law on the _____ day of _____, 19____, at _____ M; and was given file No._____ by the Recorder of other proper official; (2) that it covers the property described on the reverse hereof, which is the same property described, or otherwise identified, or referred to, in the above-mentioned application for guaranty and in this loan guaranty certificate, or in the application to amend loan guaranty certificate, if any, applicable to such loan; (3) that no lien superior to said "mortgage" has intervened since the date of said application; and (4) if the approved application for guaranty related to a loan wholly or partly to be secured by a hypothecation or a pledge of personal property, such hypothecation or pledge has become effective by appropriate delivery to the lender and no superior lien has intervened since date of application.

(If a corporation)

_____
(Secretary)

(All signatures must be in ink)

Mr.
Mrs.
Miss _____
(Lender(s))

By _____

_____
Title (president, vice president, etc.)

Mr.
Mrs.
Miss _____

Mr.
Mrs.
Miss _____
(Borrower(s))

NOTE 1. If the note is unsecured, references to "mortgage" in paragraph "A" and "B" above are inapplicable. (See Regulations, § 36.4108, Par. (c).)

NOTE 2. If the local law provides for filing only, not recording, chattel mortgages or similar instruments paragraph "B" above nevertheless is to be completed. It refers not only to the County Recorder or Clerk, but also the State Commissioner of Motor Vehicles or other officials who keep motor vehicle mortgage records, and to other similar officials, State or County. (See § 36.4133 of Regulations.)

§ 36.4129 *Disposition of papers.* The original application for guaranty and the appraisal report will be retained in the files of the Veterans Administration. The Loan Guaranty Certificate and all other papers will be forwarded to the proposed lender with instructions as to closing the loan in a manner to make the guaranty effective.

§ 36.4130 *Loan procedure after approval of guaranty.* Upon receipt of the papers from the Administrator, the lender shall:

(a) Satisfy himself by "title certificate", as defined in these regulations, as to the title to the real estate to be encumbered (§ 36.4100 (p)), and satisfy himself in such reasonable manner as may be available as to the title to personal property to be encumbered.

(b) Cause all necessary instruments to be properly signed and those to be filed, or filed and recorded, properly witnessed, acknowledged or proved so as to entitle them to filing or recordation.

(c) Disburse all funds in substantial accord with the proposed loan closing statement submitted with the application. (See § 36.4125 (g) and Form 1806 or 1861.)

(d) File with the proper State, County or other public official to be retained where required, or recorded and returned, the "mortgage", and any other appropriate instrument which under the law of the State is required or permitted to be filed or recorded for the purpose of establishing a valid lien as between the parties, or third persons, or of giving actual or constructive notice of the "mortgage," pledge, hypothecation, or other transaction.

(e) Take possession or do any other necessary act to make effective the pledge, or hypothecation, if any.

§ 36.4131 *Report of closing loan.* (a) Within two months after closing the loan and filing with appropriate public official of the proper instruments, or the taking of other appropriate steps, if any, to make the lien effective, the lender shall complete and forward to the Administrator (using prescribed form, if available) a properly signed report of closing the loan stating that:

(1) The disbursement of the amount named in such report as the principal of the note has been completed by the lender, which amount may be not more than 3% in excess of the amount of the proposed loan as stated in the original application for guaranty, without complying with the procedure stated in paragraphs (c) and (d) of this section.

(2) Such disbursements were as estimated on the loan closing statement submitted with the application, except as otherwise stated on the reverse side of the report of closing loan. (See §§ 36.4116 (a) and 36.4125 (g) and Form 1806 or 1861.)

(3) The note and the mortgage (or other security instrument) were properly executed, stating the date, and the latter was duly acknowledged, witnessed, or proved, so that it was legally eligible for filing and in which it was properly filed and the filing number thereof; or in the case of a pledge, or hypothecation the necessary possession, or other steps were taken to make same effective.

(4) The note was dated (stating the date thereon) and signed by the debtor"; the actual principal amount thereof; and the rate of interest provided therein.

(5) The Loan Guaranty Certificate (stating its L-Number) was completed, and appropriately signed by the lender and the borrower as therein provided.

(b) If the lender is a corporation, its corporate seal shall be impressed on such report.

(c) If the transaction to be closed is essentially the same as indicated in the original application except that:

(1) The amount of the loan actually to be made is more than 103% of the amount stated in the application, or

(2) Personal property to be acquired differs from that described but is for the same use or purpose, and substantially similar in kind, quality and value.

Form 1862, Application to Amend Loan Guaranty Certificate, will be completed and signed in duplicate.

(d) The lender will forward the original and copy of Form 1862, Application to Amend Loan Guaranty Certificate, to the "Agency," which will recommend approval or disapproval and forward both to the Veterans Administration office which issued the Loan Guaranty Certificate. Such office will determine whether to approve the Application to Amend Loan Guaranty Certificate. Such determination will be based on the original application, the evidence submitted in or with the original application, the application to amend, the recommendation of the Agency, and such other evidence, if

any, as it considers necessary. Notice of action will be given as in the case of original applications. If approved such approval will be appropriately indicated on the original, and such original, duly executed by the Veterans Administration will be forwarded to the lender. It may be attached to the original Loan Guaranty Certificate to evidence amendment thereof as reflected by such "rider."

§ 36.4132 *Construction loans.* (a) Upon the submission to an Agency of an application made pursuant to section 502 of the Act for the guaranty of a loan for construction on a farm owned by the veteran, or for repairs, alterations or improvements thereon (hereinafter collectively referred to as "construction loans") the guaranty will be issued to become effective only upon completion thereof, and upon fulfillment of the same requirements of these regulations as are applicable to the guaranty of loans for the acquisition of residential or non-residential farm buildings other than by construction.

(b) Notwithstanding the provisions of paragraph (a) of this section, the guaranty mentioned therein may become effective without the entire amount of the loan having been disbursed if:

(1) Complete disbursement is prevented, in the exercise of ordinary care, by reason of the filing of mechanics' liens or other liens, or other controversy or threat of litigation, as to entitlement to any part of the proceeds of such loans; and

(2) There is paid to an escrow agent approved by the Administrator so much of such proceeds as have not been disbursed, or other arrangements satisfactory to the Administrator have been made for assuring the availability of such sums; and

(3) There is issued by the Administrator Form 1863, Approval of Escrow Certificate, which may be attached to the Loan Guaranty Certificate.

(c) For construction loans the lender will follow the procedure provided in §§ 36.4124 to 36.4131, inclusive, for the guaranty of loans for the purchase of farms, and in addition will furnish to the Agency:

(1) Complete plans and specifications, except as provided in § 36.4124 (c). When complete plans and specifications are not required the data mentioned in said paragraph (c) will be supplied unless § 36.4124 (g) is applicable, in which event the requirements will be those stated therein.

(2) An estimate, prepared by a qualified appraiser, of the normal agricultural value of the property on which the improvements will be situated together with a separate estimate of the increased value of the property which will result from the improvements according to the plans and specifications or other data. (See § 36.4124 (c).) Such estimates of value are in addition to the appraiser's report, otherwise required;

(3) A copy of the agreement or agreements (which may be unsigned) on which the proceeds of the proposed loan will be disbursed.

(d) Upon the receipt of such papers the Agency will follow the procedure prescribed in § 36.4126 and submit same to the Administrator for action as prescribed in §§ 36.4127 and 36.4128.

(e) The Loan Guaranty Certificate shall become effective only upon the conditions stated in § 36.4130 and in addition the further condition that there be supplied to the Administrator a statement by an appraiser on Form 1803 (a), Statement by Appraiser on Completion of New Construction. It shall recite that:

(1) He has inspected the construction, repairs, alterations, or improvements.

(2) The same have been constructed and completed in substantial conformity with the contract, the plans and specification, (if any), and any authorized changes therein (if any), permitted by these regulations, or, in those cases embraced in § 36.4124 (c) or § 36.4124 (f) there are no plans and specifications, within good building practices.

(3) The increased value of the property as completed and which will be encumbered is substantially in accord with his estimate.

(f) During the course of construction the Administrator shall be entitled at his expense, to cause such inspection of the construction work at such time or times as he may determine.

(g) Upon compliance with the requirements of this section and of §§ 36.4130 and 36.4131 relating to the guaranty becoming effective in other than construction loan cases, said Loan Guaranty Certificate shall become effective as originally executed (and subject to § 36.4131), or as amended pursuant to approval of application therefor on Form 1862, Application to Amend Loan Guaranty Certificate. (See § 36.4131 (c) (d).)

(h) The borrower and lender may contract for the payment to the lender of a reasonable sum for the advance of funds during the construction and supervision or inspection of the construction.

(i) Minor changes may be made in the plans and specifications or substitution of material of substantially equal quality or value, as the creditor, the debtor, and the builder (contractor) may agree if same are not of a major character and in the aggregate do not increase or decrease the cost more than five per centum of the contract price. This does not modify the provisions of § 36.4131. Changes or substitutions other than as herein stated must have the approval of the Administrator.

§ 36.4133 *When guaranty does not apply.* The guaranty shall not cover any loss sustained by the creditor as the result of:

(a) The acceptance by the mortgagee of a "mortgage" on any real or personal property, title to which is not merchantable;

(b) Failure of the mortgagee to procure a duly recorded lien of the dignity required by these regulations; or a lien of such dignity by filing, without recording, if lawful, or by pledge or otherwise as required or permitted by applicable law in the jurisdiction where the property is situated at the time the loan is closed.

(c) Failure of the mortgagee to comply with § 36.4115 with respect to insurance,

(d) A tax sale pursuant to execution, or otherwise as provided by law, occasioned by nonpayment of taxes accruing against the mortgaged property after the date of the "mortgage" if "mortgagee" fails to give notice to the Administrator of the delinquent taxes at least one month before such sale.

(e) A release by the creditor of the lien on any of the real or personal property securing the guaranteed loan, or any part thereof unless the Administrator consents in writing. Such consent may be granted if the debt is appropriately reduced or on such other terms as the Administrator may determine: *Provided however,* That if the land is sought by a public authority for highway or other purposes, consent is hereby given for the creditor to release without consideration or for such consideration as he deems proper and without reference to the Administrator, the creditor's lien on land without any buildings thereon if the land so released does not exceed five percent of the acreage encumbered and does not exceed $200 in value. The same consent is hereby given when the release, easement grant, or other instrument is sought by a public or private agency, or person, for the purpose of pipe line, telephone, telegraph or electric transmission lines: *Provided, however,* That when such releases, or grants by the lender for any one or more of the purposes stated in this paragraph, or otherwise, with or without specific consent by the Administrator, shall have decreased the security as much as five percent in acreage, or $200 in value, no further releases shall be executed, without consent of the Administrator. If release of lien is executed contrary to the provisions of these regulations the amount of the guaranty will be reduced proportionately in the same manner as if the value of the released property were applied as a credit on the unpaid balance of the loan. The provisions of this paragraph will not be construed to affect the guaranty in the event of any grant of title or easement that leaves unaffected the lien on the property affected thereby; or

(f) Sale by reason of foreclosure of a superior lien if the holder of the guaranteed loan secured by a subordinate lien has knowledge of such foreclosure sale as much as 10 days prior thereto and fails to notify the Administrator of the time and place thereof.

CLAIM UNDER A GUARANTY

§ 36.4134 *Default.* (a) In the event of default, not cured, continuing three months on an amortized loan or one month on a term loan the "creditor" may elect to assert claim under the guaranty, and give notice thereof to the Administrator.

(b) If any default occasioned by failure seasonably to pay to the "creditor" entitled any amount of principal or interest due him under the contract (not

cured) shall have persisted as long as six months the holder of the indebtedness shall give notice thereof to the Administrator notwithstanding the failure results from payments on "advances" as provided in § 36.4118 or from any indulgence of the debtor as provided in §§ 36.4135 and 36.4141.

(c) (1) The notice shall state the loan guaranty number if available. If not available other identifying data shall be included, such as date and amount of original obligation, location of Veterans' Administration office that issued the guaranty and the property encumbered.

(2) In all cases the notice shall state the name and last known address of the debtor, of the veteran, and of the creditor, and the date and manner of default, and amount past due. If he desires, the creditor may also state his views as to any indulgence that should be extended.

(3) The notice to the Administrator shall be mailed by registered mail or personally delivered in exchange for a written receipt within one month after the expiration of said six months' period.

§ 36.4135 *Claim on notice of default.* (a) In the notice of default, or separately, then, or later, the creditor may make claim under the guaranty.

(b) Then or thereafter the creditor may also give notice of his intention to foreclose the lien or liens securing the indebtedness.

(c) The Administrator may approve the creditor's request, if any, to postpone action to press his claim against the mortgagor, or the property. Such postponement with the consent of the Administrator, shall not operate to void or diminish the ultimate liability under the guaranty. In no event shall indulgence or postponement of action authorized by these regulations impair any right of the creditor to thereafter proceed within the applicable statute of limitations period as if there had been no indulgence or postponement.

§ 36.4136 *Legal action.* (a) The creditor shall not begin action in court or give notice of sale under a power of sale, until the expiration of 30 days after receipt by the Administrator of the notice of intention to foreclose. Notwithstanding paragraph (a) of § 36.4134 such notice may be given at any time after default.

(b) (1) If the circumstances require immediate action to protect the interest of the creditor or the Administrator, the Administrator may waive the requirement for prior notice if notice of the action taken is immediately given.

(2) Without limiting the foregoing, the existence of conditions justifying the appointment of a Receiver for the property shall be sufficient excuse for beginning suit without prior notice to the Administrator if within ten days after commencement of the suit or action, plaintiff gives the Administrator notice thereof.

§ 36.4137 *Notice of suit and subsequent sale.* (a) Within ten days after beginning suit or causing notice of sale without suit to be given, the creditor shall notify the Administrator thereof by registered mail, or by personal delivery of notice in exchange for written receipt. The notice shall state whether the foreclosure will be by proceeding in court, or under a power of sale; the style and number of the suit, if any, and the name and location of the court in which pending.

(b) The creditor shall give written notice to the Administrator by registered mail (or delivery) of any foreclosure sale, judicial, or under a power of sale; or of any proposed termination of the rights of any vendee or his immediate or remote guarantee (assignee) pursuant to any power or option in a sales contract, or in any other instrument affecting the property which constitutes any security for the obligation guaranteed. Such notice shall be given so that it is received at least thirty days before such sale or other proposed action. It shall state the date, hour and place thereof. The Administrator may bid thereat on the same terms as the lender or other bidders, and may exercise any right the debtor could exercise by virtue of the contract, or any statute, or otherwise. This section is applicable whether the suit, or the sale, or termination, occur before or after payment of the guaranty.

§ 36.4138 *Death of veteran or other owner.* (a) In the event the creditor has knowledge of the death of the veteran or of any owner of an interest in the encumbered property, or the death of any other person liable on the indebtedness which is guaranteed in whole or in part, the creditor shall take such steps, if any, as are legally necessary, and reasonably available, in the jurisdiction where the encumbered property is situated, to avoid loss of the lien, or impairment thereof, or of all or part of the proceeds of any sale of the property as a result of, or incident to, such death, or of any probate proceedings thereby occasioned in said jurisdiction.

(b) In addition to protecting the lien rights as required by paragraph (a) of this section, the creditor at his discretion may proceed in probate, or otherwise, as may be permissible and feasible, in any jurisdiction where administration proceedings are pending or properly may be instituted, or other appropriate legal action taken, against assets or persons, to assert any rights, by means of any remedies, therein available to a similarly situated creditor of the decedent.

(c) Upon direction of the Administrator and his designation of an accessible attorney for the purpose, and making appropriate provisions for advancing or paying the costs and expenses of the proceeding, the creditor shall proceed as provided in paragraph (b) of this section: *Provided, however,* That in any case the Administrator may, at his option, proceed immediately in respect to protecting the lien, or asserting claim as contemplated by paragraph (b) of this section, or as to both remedies. If the Administrator takes action, it may be in his name or the name of the creditor as the Administrator may elect and as may be appropriate under applicable law. If action is taken by the Administrator he shall seasonably notify the creditor thereof.

(d) Nothing in this section shall impair any right of set-off or other right or remedy of the Administrator.

§ 36.4139 *Death or insolvency of creditor.* (a) Immediately upon the death of the "creditor" and without the necessity of request or other action by the debtor or the Administrator, all sums then standing as a credit balance in a "trust," or "deposit," or other account, to cover taxes, insurance accruals, or other items in connection with the loan secured by the encumbered property, whether stated to be such or otherwise designated, and which have not been credited on the "note" shall, nevertheless, be treated as a set-off and shall be deemed to have been credited thereon as of the date of the last debit to such account, so that the unpaid balance of the note as of that date will be reduced by the amount of such credit balance: *Provided, however,* That any unpaid taxes, insurance premiums, rents, or advances may be paid by the holder of the indebtedness, at his option, and the amount which otherwise would have been deemed to have been credited on the note reduced accordingly. This section shall be applicable whether the estate of the deceased creditor is solvent or insolvent.

(b) The provisions of paragraph (a) of this section shall also be applicable in the event of:

(1) Insolvency of creditor;

(2) Initiation of any bankruptcy or reorganization, or liquidation proceedings as to the creditor, whether voluntary or involuntary;

(3) Appointment of a general or ancillary receiver for the creditor's property; or, in any case

(4) Upon the written request of the debtor if all accrued and due insurance premiums, taxes, and rents have been paid, and appropriate provisions made for future accruals.

(c) Upon the occurrence of any of the events enumerated in paragraph (a) or (b) of this section interest on the note and on the credit balance of the "deposits" mentioned in paragraph (a) shall be set-off against each other at the rate payable on the principal of the note, as of the date of last debit to the deposit account. Any excess credit of interest shall be treated as a set-off against the unpaid "advances", if any, and the unpaid balance of the note.

(d) The provisions of paragraphs (a), (b) and (c) of this section shall apply also to corporations. The dissolution thereof by expiration of charter, by forfeiture, or otherwise, shall be treated as is the death of an individual as provided in paragraph (a).

§ 36.4140 *Filing claim under guaranty.* Claim under the guaranty may be made on Form 1864, Claim under the Guaranty. Subject to the limitation that the total amount payable under the guaranty shall in no event exceed the original amount thereof, the amount payable under the guaranty shall be the percentage of the indebtedness originally guaranteed applied to the indebtedness (as defined in § 36.4100 (m)), computed

as of the date of the claim, and reduced by any payments theretofore made by the United States pursuant to the guaranty.

§ 36.4141 *Options available to Administrator.* Upon receipt of claim under the guaranty, or notice of intention to foreclose, the Administrator shall have the following options:

(a) Pay to the creditor not later than one month after receipt of notice of any default, as a partial payment of any actual or potential claim under the guaranty, the amount of principal, interest, taxes, advances, or other items in default; and in consideration of such payment the lender shall be deemed to have agreed to refrain from giving effect to any acceleration provisions by reason of defaults prior to the date of notice of default theretofore given: *Provided, however,* That unless the creditor consents, the Administrator may exercise this option once only, and in an amount not exceeding an amount equivalent to the aggregate of principal and interest payable in one year, or not exceeding ten per centum of the original amount of the guaranty, whichever sum is less.

(b) Pay the creditor within one month after receipt of claim the full amount payable under the guaranty without requiring foreclosure, or personal action.

(c) Pay to the creditor promptly after receipt of claim any amount agreed upon, not exceeding the amount due under the guaranty; and notify him to institute appropriate foreclosure proceedings, with or without legal action to reduce the debt to judgment, against all or any of the parties liable thereon, and whose names are stated in such notice to the creditor.

(d) If the creditor does not begin appropriate action within two months after receipt of notice to institute action as provided in paragraph (c) of this section, the Administrator shall be entitled to begin and prosecute the same to completion in the name of the creditor, or of the Administrator on behalf of the United States, as may be appropriate under applicable laws and rules of procedure; *Provided, however,* That in such event the Administrator shall pay (in advance if required under the practice in the jurisdiction) all court costs, and other expenses, and provide the legal services required.

§ 36.4142 *Refinancing and extension of guaranty.* (a) When the Administrator shall have received notice from the creditor that he intends to institute foreclosure proceedings, the Administrator shall be entitled to obtain a refinancing which will prevent the consummation of the foreclosure sale. Nothing herein shall be construed to require a creditor to lend money for such refinancing.

(b) If refinanced in any manner the Administrator may continue in effect the guaranty granted with respect to the previous loan in such manner as to cover the loan which affected the refinancing.

(c) The Administrator in appropriate cases shall be entitled to exercise any redemption rights of a debtor, or a creditor, in connection with the loan guaranteed or property rights arising out of, or incident to, such loan.

§ 36.4143 *Subrogation.* (a) Any amounts paid to the creditor by the Administrator pursuant to the guaranty shall constitute a debt due to the United States by the veteran on whose application the guaranty was made; and by his estate upon his death. The Administrator is subrogated to the contract and the lien rights of the creditor to the extent of such payments, but junior to the creditor's rights as against the debtor or the encumbered property until the creditor shall have received the full amount payable under his contract with the debtor. No partial or complete release by the creditor of the debtor or of the lien shall impair any rights of the Administrator, by virtue of the lien, or otherwise.

(b) The creditor, upon request, shall execute, acknowledge and deliver an appropriate instrument tendered him for that purpose, evidencing any payment received from the Administrator and the Administrator's resulting right of subrogation.

§ 36.4144 *Future action against mortgagor.* In addition to the amount, if any, collected from the proceeds of the encumbered property by reason of the right of subrogation, the United States will collect from the veteran, or his estate, by set-off against any amounts otherwise payable to the veteran or his estate; or in any other lawful manner, any sums disbursed by the United States on account of the claim pursuant to the guaranty.

§ 36.4145 *Suit by Administrator.* (a) Whenever pursuant to these regulations, the Administrator institutes, or causes to be instituted by the creditor, or otherwise, any suit in equity; action at law; or probate proceedings or the filing of a claim in such; or other legal or equitable proceedings of any character, or any sale, in court or pursuant to any power of sale, the person or persons properly instituting the same (including the Administrator) shall be entitled to recoup from any proceeds realized therefrom any expenses reasonably incurred, including trustee fees, court costs, and attorney fee paid (or the reasonable value of the services of the trustee and of the attorney, if performed by salaried person or persons, or by the party himself, when proper).

(b) The net proceeds, after setting off such items that may properly be recouped, shall be credited to the indebtedness, or otherwise as may be proper under the facts.

(c) In determining the propriety of recoupment and the amount thereof consideration shall be given to any provisions in the "note" or "mortgage" relating to such items, and any amounts actually realized pursuant thereto.

§ 36.4146 *Creditor's records and reports required.* (a) The creditor shall maintain a record of the amounts of payments received on the obligation and disbursements chargeable thereto, and the dates thereof. Any creditor who fails to maintain such record shall be presumed to have received on the dates due all sums which by the terms of the contract are payable prior to date of claim for default, and the burden of going forward with evidence and of ultimate proof of the contrary shall be on such creditor; not on the debtor, or the United States.

(b) On any delinquent loan the creditor shall report annually on the anniversary of the earliest unremedied default any amount received or disbursed, the unpaid balance of principal and accrued interest and any other items chargeable; and the nature of any defaults not already reported. He shall include such additional information, if reasonably necessary and obtainable, which may from time to time be requested by the Administrator.

(c) A proposed lender may be required to submit evidence satisfactory to the Administrator of his equipment for maintenance of adequate records on, and his ability to service, loans if guaranteed pursuant to the provisions of the Act and these regulations.

§ 36.4147 *Failure to supply information.* Failure to supply any available information required by these regulations within two months after request therefor will entitle the Administrator to obtain such information otherwise, and the expense of so obtaining it, plus ten dollars to cover estimated overhead expenses, shall be chargeable to the creditor who failed to comply with such request.

§ 36.4148 *Notice to Administrator.* Any notice required by these regulations to be given the Administrator shall be sufficient if in writing, and delivered at, or mailed to, the Veterans Administration office at which the application for guaranty was approved or to any changed address of which the creditor has been given notice or, at the option of the creditor, to the central office of the Veterans Administration, Washington 25, D. C. If mailed the notice shall be by registered mail when so provided by these regulations.

§ 36.4149 *Right to inspect books.* The Administrator has the right to inspect, at a reasonable time and place the papers and records pertaining to the loan and guaranty. If permission to inspect is declined the Administrator may enforce the right by subpoena under the provisions of Title III of Public No. 844, 74th Congress, 49 Stat. 2031–35, 38 U.S.C. 131, or in any other lawful manner.

§ 36.4150 *Forms, construction to be placed on references to.* All references in the regulations to Form 1880, Certification of Eligibility, or to other form numbers, shall be construed to include any revision of the same forms, identified by the same, or by different numbers.

§ 36.4151 *Disqualified lenders and bidders.* Except under unusual circumstances and upon prior approval by the Administrator an application for guaranty of a loan will not be approved if the lender is known to be an employee of the Veterans Administration or of the Agency; and without such approval, an employee of either may not bid at a foreclosure sale of the security for a guaranteed loan.

[SEAL] FRANK T. HINES,
Administrator.

DECEMBER 8, 1944.

[P. R. Doc. 44-18833; Filed, Dec. 8, 1944; 12:37 p. m.]

Notices

DEPARTMENT OF LABOR.

Wage and Hour Division.

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the act are issued under section 14 thereof and § 522.5 (b) of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective as of the date specified in each listed item below.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employer's name. These certificates are issued upon the employers' representation that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of the certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATION, EXPIRATION DATE

Frost Veneer and Plywood Company, Inc., 11 South Water Street, Sheboygan, Wisconsin; hardwood plywood; 16 learners; veneer drying, sawing, clipping, jointing, taping, sanding, inspecting and matching for a learning period of 160 hours at 35 cents per hour; effective December 3, 1944, expiring February 11, 1945.

United States Textile Manufacturing Company, 32 William Jones Street, Piedras, Puerto Rico; machine embroidery of cord on lace; 60 learners; for a learning period of 240 hours at 15 cents per hour; effective October 10, 1944, expiring October 10, 1945.

Zekaria Brothers, Puerta de Tierra, San Juan, Puerto Rico; machine embroidering of handkerchiefs; 40 learners; for a learning period of 240 hours at 15 cents per hour; effective October 17, 1944, expiring June 26, 1945. (This certificate replaces the one previously issued effective June 26, 1944 and expiring June 26, 1945.)

Signed at New York, New York, this 6th day of December 1944.

PAULINE C. GILBERT,
Authorized Representative of the Administrator.

[F. R. Doc. 44-18568; Filed, Dec. 7, 1944; 2:51 p. m.]

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act are issued under section 14 thereof, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4725), and the determination and order or regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724), as amended by Administrative Order March 13, 1943 (8 F.R. 3079), and Administrative Order, June 7, 1943 (8 F.R. 7890).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446) as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Independent Telephone Learner Regulations, July 17, 1944 (9 F.R. 7125).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982), as amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

The employment of learners under these certificates is limited to the terms and conditions therein contained and to the provisions of the applicable determination and order or regulations cited above. The applicable determination and order or regulations, and the effective and expiration dates of the certificates issued to each employer is listed below. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates, may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EFFECTIVE DATES

Apparel Industry

Derby Underwear Company, Inc., Bowling Green, Kentucky; men's and boys' cotton shorts, navy cotton drawers, army o. d. drawers; 10 percent (AT); effective December 1, 1944, expiring May 31, 1945.

Rice Stix Factory No. 20, Slater, Missouri; men's woven underwear; 5 percent (T); effective December 5, 1944, expiring December 4, 1945.

SINGLE PANTS, SHIRTS, AND ALLIED GARMENTS, WOMEN'S APPAREL, SPORTSWEAR, RAINWEAR, ROBES, AND LEATHER AND SHEEP-LINED GARMENTS DIVISIONS OF THE APPAREL INDUSTRY

Alabama Textile Products Corporation, Laurel Hill, Florida; men's dress shirts; 75 learners (E); effective December 2, 1944, expiring June 1, 1945.

C. A. Baltz & Sons, 49 Greenkill Avenue, Kingston, New York; sport shirts, ladies' pajamas, men's pajamas; 10 percent (T); effective December 1, 1944, expiring November 30, 1945.

Centralia Manufacturing Company, Centralia, Illinois; dresses; 80 learners (E); effective December 5, 1944, expiring June 4, 1945.

DuQuoin Manufacturing Company, DuQuoin, Illinois; dresses; 50 learners (E); effective December 5, 1944, expiring June 4, 1945.

T. S. Lankford & Sons, 151½ Walnut Street, Abilene, Texas; civilian uniforms and work clothing, army twill trousers; 10 percent (T); effective December 1, 1944, expiring November 30, 1945.

S. Liebovitz & Sons, Inc., Snow Hill, Maryland; rayon sport shirts; 10 learners (T); effective December 4, 1944, expiring December 3, 1945.

The Shirtcraft Company, Inc., 633 McKinley Street, Hazleton, Pennsylvania; shirts, jackets, ladies' jackets, ladies' dickies; 10 percent (T); effective December 1, 1944, expiring November 30, 1945.

Steingut Dress Company, Everhart and Spruce Streets, Dupont, Pennsylvania; ladies' dresses; 10 learners (T); effective December 1, 1944, expiring November 30, 1945.

U. P. Dress Manufacturing Company, Gold Street, Negaunee, Michigan; dresses; 10 learners (T); effective December 3, 1944, expiring December 2, 1945.

Valmor Undergarment Company, 118 Ninth Street, Passaic, New Jersey; ladies' undergarments; 10 learners (T); effective December 1, 1944, expiring November 30, 1945.

The Van Wert Manufacturing Company, 201-203 Main Street, Van Wert, Ohio; men's work and dress pants, slacks, coveralls, overalls, cover suits, utility jackets, work shirts; 10 percent (T); effective December 1, 1944, expiring November 30, 1945.

Warrensburg Manufacturing Company, 50 River Street, Warrensburg, New York; men's shirts; 10 percent (T); effective November 30, 1944, expiring November 29, 1945.

Hosiery Industry

Carpenter Hosiery Mills, Wytheville, Virginia; seamless hosiery; 15 learners (AT); effective December 1, 1944, expiring May 31, 1945.

Dolly Hosiery Mills, Inc., Valdese, North Carolina; seamless hosiery; 5 learners (T); effective December 1, 1944, expiring November 30, 1945.

Elizabeth James Mills No. 2, South Logan Street, Marion, North Carolina; full-fashioned hosiery; 15 learners (AT); effective December 1, 1944, expiring May 31, 1945.

C. D. Jessup & Company, Claremont, North Carolina; seamless hosiery; 5 learners (T); effective December 4, 1944, expiring December 3, 1945.

Knitted Wear Industry

Stratford Knitting Mills, Inc., Linfield Pennsylvania; infants' and children's cotton knitted sleeping garments, women's circular knit rayon underwear; 5 learners (T); effective December 1, 1944, expiring November 30, 1945.

Telephone Industry

Citizens Telephone Company, 2007 Main Street, Higginsville, Missouri; to employ learners as commercial switchboard operators at its Higginsville exchange, located at Higginsville, Missouri; effective December 4, 1944, expiring December 3, 1945.

Hamilton County Farmers Telephone Association, 1109 K Street, Aurora, Nebraska; to employ learners as commercial switchboard operators at its Aurora exchange, located at Aurora, Nebraska; effective December 4, 1944, expiring December 3, 1945.

Textile Industry

Brewton Weaving Company, Brewton, Alabama; narrow rayon fabric; 5 learners (E); effective December 1, 1944, expiring May 31, 1945.

Signed at New York, New York, this 6th day of December 1944.

PAULINE C. GILBERT,
Authorized Representative of the Administrator.

[F. R. Doc. 44-18569; Filed, Dec. 7, 1944; 2:51 p. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5929]

MISSOURI PUBLIC SERVICE CORP., AND CITY LIGHT & TRACTION CO.

NOTICE OF APPLICATION

DECEMBER 6, 1944.

Notice is hereby given that on December 5, 1944, a joint application was filed with the Federal Power Commission, pursuant to section 203 (a) of the Federal Power Act, by Missouri Public Service Corporation (hereinafter called "Missouri"), a corporation organized under the laws of the State of Delaware and doing business in the State of Missouri with its principal business office in Warrensburg, Missouri, and City Light & Traction Company (hereinafter called "City Light"), a corporation organized under the laws of the State of Missouri and doing business in said State with its principal business office in Sedalia, Missouri, seeking an order authorizing the consolidation of all of the electric facilities of City Light with those of Missouri. Missouri proposes to purchase from Cities Service Power and Light Company, the parent company of City Light, all the outstanding common stock of City Light for a base consideration stated in the application to be $1,257,000, subject to certain adjustments. Subsequent to the acquisition of the common stock of City Light, Missouri proposes to cause the dissolution and liquidation of City Light in the manner, and under the authority, provided by sections 79 to 83, inclusive, of the General and Business Corporation Act of Missouri (Laws Missouri, 1943) and to acquire pursuant to the plan of liquidation all the electrical and gas utility properties, plants and systems and all other properties and assets, rights and franchises of City Light, remaining after payment of its debts, obligations and liabilities or after adequate provision for such payment is made; all as more fully appears in the application on file with the Commission.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 23d day of December, 1944, file with the Federal Power Commission, Washington 25, D. C., a petition or protest in accordance with the Commission's rules of practice and regulations.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 44-18618; Filed, Dec. 8, 1944; 10:10 a. m.]

FOREIGN ECONOMIC ADMINISTRATION.

INSTALLMENT SALES AND LEASES OF TRANSPORT AIRCRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN RECONSTRUCTION FINANCE CORPORATION AND FOREIGN ECONOMIC ADMINISTRATION

CROSS REFERENCE: For memorandum of understanding between the Reconstruction Finance Corporation and the Foreign Economic Administration regarding sales and leases of Class B (transport) aircraft under Surplus War Property Administration Regulation 4, approved December 1, 1944 by the Surplus War Property Administrator, see Reconstruction Finance Corporation, this issue.

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 4331]

MAX BLASCHKO

In re: Trust under the last will and testament of Max Blaschko, deceased; File D-66-213; E. T. sec. 1517.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Margarete Latte and Felix Latte, and each of them in and to the trust created under the last will and testament of Max Blaschko, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Margarete Latte, Germany.
Felix Latte, Manila, Philippine Islands.

That such property is in the process of administration by Title Guarantee and Trust Company, as Trustee of the Trust under the Last Will and Testament of Max Blaschko, acting under the judicial supervision of the Surrogate's Court, Kings County, New York;

Determining that Felix Latte, a citizen or subject of a designated enemy country, Germany and within an enemy occupied area, Philippine Islands, is a national of a designated enemy country, Germany;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one of all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc 44-18540; Filed, Dec. 7, 1944; 11:18 a. m.]

[Vesting Order 4333]

AUGUSTA DAHNKE

In re: Trust created under the will of Augusta Dahnke, deceased; File D-28-9061; E. T. sec. 11567.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:
All right, title, interest and claim of any kind or character whatsoever of Johanna Loverenz, child or children, name or names unknown, of Johanna Loverenz, Mary Schmoch, child or children, name or names unknown, of Mary Schmoch, George Binder, and child or children, name or names unknown, of George Binder, and each of them, in and to the trust created by the last will and testament of Augusta Dahnke, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Addresses

Johanna Loverenz, Germany.
Child or children, name or names unknown, of Johanna Loverenz, Germany.
Mary Schmoch, Germany.
Child or children, name or names unknown, of Mary Schmoch, Germany.
George Binder, Germany.
Child or children, name or names unknown, of George Binder, Germany.

That such property is in the process of administration by Agnes Graebner, 1612 West Greenfield Avenue, Milwaukee, Wisconsin, as Trustee of the Trust created under the Will of Augusta Dahnke, deceased, acting under the judicial supervision of the County Court of Milwaukee County, Wisconsin;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an ap-

propriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18548; Filed, Dec. 7, 1944; 11:18 a. m.]

[Vesting Order 4334]

FRANK DEMBOSKY

In re: Estate of Frank Dembosky, also known as Frank Demboski, deceased; File D–28–8988; E. T. sec. 11380.

Under the authority of the Trading with the Enemey Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Anna Teiss, also known as Anna Theis, Martha Dembosky, and Anna Dembosky, and each of them, in and to the estate of Frank Dembosky, also known as Frank Demboski, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Anna Teiss, also known as Anna Theis, Germany.
Martha Dembosky, Germany.
Anna Dembosky, Germany.

That such property is in the process of administration by Arthur E. Wogahn, Room 638, 152 West Wisconsin Avenue, Milwaukee, Wisconsin, as Executor of the estate of Frank Dembosky, also known as Frank Demboski, deceased, acting under the judicial supervision of the County Court of Milwaukee County, Wisconsin;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18549; Filed, Dec. 7, 1944; 11:18 a. m.]

[Vesting Order 4336]

ADAM DRACH

In re: Estate of Adam Drach, deceased; File D–28–8150; E. T. sec. 9093.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim on any kind or character whatsoever of Jacob Meyer; Mrs. Helena Bittel, Mrs. Adam Bechtel, Philip Drach, Mrs. George Malerwein, and person or persons, names unknown, the respective heirs of Jacob Meyer, Mrs. Helena Bittel, Mrs. Adam Bechtel, Philip Drach and Mrs. George Malerwein, and each of them, in and to the estate of Adam Drach, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Addresses

Jacob Meyer, Germany.
Person or persons, names unknown, respective heirs of Jacob Meyer, Germany.
Mrs. Helena Bittel, Germany.
Person or persons, names unknown, respective heirs of Mrs. Helena Bittel, Germany.
Mrs. Adam Bechtel, Germany.
Person or persons, names unknown, respective heirs of Mrs. Adam Bechtel, Germany.
Philip Drach, Germany.
Person or persons, names unknown, respective heirs of Philip Drach, Germany.
Mrs. George Malerwein, Germany.
Person or persons, names unknown, respective heirs of Mrs. George Malerwein, Germany.

That such property is in the process of administration by Charles A. Orth, August Richter, Jr., and Lorraine C. Frey, 152 West Wisconsin Avenue, Milwaukee, Wisconsin, as Co-executors of the estate of Adam Drach, deceased, acting under the judicial supervision of the County Court of Milwaukee County, Wisconsin;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18550; Filed, Dec. 7, 1944; 11:18 a. m.]

[Vesting Order 4337]

CLAUS DREIER

In re: Estate of Claus Dreier, deceased; File D–28–3721; E.T. sec. 6347.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Annie Liza Mansfield, also known as Annelese Mannsfeldt, and Mrs. Minnie Funk, also known as

Minna Margarethe Elisabeth Funk, and each of them, in and to the estate of Claus Dreier, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Annie Liza Mansfield, also known as Anneliese Mannsfeldt, Germany.

Mrs. Minnie Funk, also known as Minna Margarethe Elisabeth Funk, Germany.

That such property is in the process of administration by Albin Bartosh, Dodge, Nebraska, as Executor of the estate of Claus Dreier, deceased, acting under the judicial supervision of the County Court, Dodge County, Nebraska;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18551; Filed, Dec. 7, 1944; 11:19 a. m.]

[Vesting Order 4338]

BERTHA EGGERS

In re: Estate of Bertha Eggers, deceased; File D–28–7679; E.T. sec. 8219.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of personal representatives, heirs, next of kin and distributees, names unknown, of Elise Spindler, deceased, Maria (Marie) Kreuzhage, Grete Kreuzhage, Carl Kreuzhage, Albert Kreuzhage, Julius Kreuzhage, Paul Kreuzhage, Anna Mayer and Angelica (Angelice) Mueller, and each of them, in and to the estate of Bertha Eggers, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Personal representatives, heirs, next of kin and distributees, names unknown, of Elise Spindler, deceased, Germany.
Maria (Marie) Kreuzhage, Germany.
Grete Kreuzhage, Germany.
Carl Kreuzhage, Germany.
Albert Kreuzhage, Germany.
Julius Kreuzhage, Germany.
Paul Kreuzhage, Germany.
Anna Mayer, Germany.
Angelica (Angelice) Mueller, Germany.

That such property is in the process of administration by Edward J. Hauschulte and Louis Nolte, 2407 North Broadway, St. Louis, Missouri, as Co-executors of the estate of Bertha Eggers, deceased, acting under the judicial supervision of the Probate Court of the City of St. Louis, Missouri;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18552; Filed, Dec. 7, 1944; 11:19 a. m.]

[Vesting Order 4339]

LUISE FECHELSBERG

In re: Estate of Luise Fechelsberg, also known as Louise Fechelsberg, deceased; File D–28–7722; ETSec. 8235.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Frederick Jentsch, Walter Jentsch, Clara Renner, Martha Grun and Alfrieda Renner, and each of them, in and to the Estate of Luise Fechlesberg, also known as Louise Fechelsberg, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Frederick Jentsch, Germany.
Walter Jentsch, Germany.
Clara Renner, Germany.
Martha Grun, Germany.
Alfrieda Renner, Germany.

That such property is in the process of administration by Margaret Corson, as Executrix, acting under the judicial supervision of the Surrogate's Court of Nassau County, New York;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a

hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-18553; Filed, Dec. 7, 1944; 11:19 a. m.]

[Vesting Order 4340]

GUSTAVE F. FISCHER VS. HENRY EDWARD ABT, ET AL.

In re: Gustave F. Fischer, as surviving trustee of United Breweries Company, a corporation, in liquidation, Plaintiff, vs. Henry Edward Abt, et al.; File D-28-7969; E. T. sec. 8924.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Emanuel Mueller, L. Behrens & Soehne, Darmstadter und National Bank, K. G. a. A., Johann Ph. Kessler and Joseph Duerr, and each of them, in and to the assets of the United Breweries Company, in Liquidation,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Emanuel Mueller, Germany.
L. Behrens & Soehne, Germany.
Darmstadter und National Bank, K. G. a. A., Germany.
Johann Ph. Kessler, Germany.
Joseph Duerr, Germany.

That such property is in the process of administration by Gustave F. Fischer, 110 South Dearborn Street, Chicago, Illinois, as Liquidating Trustee in the matter of Gustave F. Fischer, as surviving trustee of United Breweries Company, a corporation, in liquidation, Plaintiff, vs. Henry Edward Abt, et al., acting under the judicial supervision of the Superior Court of Cook County, Illinois, In Chancery;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-18554; Filed, Dec. 7, 1944; 11:19 a. m.]

[Vesting Order 4341]

INTEGRITY TRUST CO.

In re: Liquidation of Integrity Trust Company; File D-28-2263; E. T. sec. 2978.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Henry Kiefer in and to a Mortgage Participation Certificate issued by the Integrity Trust Company to Henry Kiefer,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Henry Kiefer, Germany.

That such property is in the process of administration by Land Title Bank and Trust Company, as Substituted Trustee, acting under the judicial supervision of the Court of Common Pleas, Number 2, Philadelphia County, Pennsylvania;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The term "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-18555; Filed, Dec. 7, 1944; 11:19 a. m.]

[Vesting Order 4342]

ADELINE JAEGER

In re: Mortgage Participation Certificate No. 155206 in Mortgage F-935 (181453) issued by Bond & Mortgage Guarantee Company to Adeline Jaeger; File No. F-28-2540; E. T. sec. 902.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Adeline Jaeger in and to Mortgage Participation Certificate No. 155206 in Mortgage F-935 (181453) issued by Bond & Mortgage Guarantee Company,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Adeline Jaeger, Germany.

That such property is in the process of administration by the Manufacturers Trust Company, as trustee, acting under the judicial supervision of the Supreme Court, State of New York, County of Kings;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the inter-

est and for the benefit of the United States,

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18556; Filed, Dec. 7, 1944; 11:20 a. m.]

[Vesting Order 4343]

BRUNO KOHLSTOCK

In re: Estate of Bruno Kohlstock, also known as Bruno Kohlstork and Bruno Kohlstuk, deceased; File No. D–66–1648; E. T. sec. 10155.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of "Mary" Kohlstock, also known as "Mary" Kohlstork and "Mary" Kohlstuk, said first name "Mary" being fictitious, true first name being unknown, widow, in and to the estate of Bruno Kohlstock, also known as Bruno Kohlstork and Bruno Kohlstuk, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

"Mary" Kohlstock, also known as "Mary" Kohlstork, and "Mary" Kohlstuk, said first name "Mary" being fictitious, true first name being unknown, widow, Germany.

That such property is in the process of administration by the Treasurer of the City of New York, as depositary, acting under the judicial supervision of the Surrogate's Court, Bronx County, New York;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18557; Filed, Dec. 7, 1944; 11:20 a. m.]

[Vesting Order 4344]

LAURA KORNIS

In re: Estate of Laura Kornis, deceased; File D–57–364; E. T. sec. 11363.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Andrei Franz in and to the estate of Laura Kornis, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Rumania, namely,

National and Last Known Address

Andrei Franz, Rumania.

That such property is in the process of administration by Adolph Kirchner, Suite 303, 705 Chestnut Street, St. Louis, Missouri, as Administrator Cum Testamento Annexo De Bonis Non of the estate of Laura Kornis, deceased, acting under the judicial supervision of the Probate Court of the City of St. Louis, Missouri;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Rumania);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44–18558; Filed, Dec. 7, 1944; 11:20 a. m.]

[Vesting Order 4345]

MARY B. LAMOR

In re: Estate of Mary B. Lamor, deceased; File D–28–8375; E. T. sec. 11039.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Richard Grocholz, Margaretta Koelblin and Anna Gaus, and each of them, in and to the estate of Mary B. Lamor, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Richard Grocholz, Germany.
Margaretta Koelblin, Germany.
Anna Gaus, Germany.

That such property is in the process of administration by Julius A. Payne, and Helena A. Payne, Co-Executors, acting under the judicial supervision of the Cape May

County Surrogate's Court, Cape May, New Jersey;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F.R. Doc. 44–18559; Filed, Dec. 7, 1944; 11:20 a. m.]

[Vesting Order 4346]

KARL NALEFSKI

In re: Estate of Karl Nalefski, deceased; File D–28–8693; E. T. sec. 10535.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever, of Emma Schepp, Wilhelmine Schornstein, Karl Gussfeld, Paul Gussfeld, Louise Gussfeld, Elfriede Gussfeld and Fritz Gussfeld, and each of them, in and to the estate of Karl Nalefski, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Emma Schepp, Germany.
Wilhelmine Schornstein, Germany.
Karl Gussfeld, Germany.
Paul Gussfeld, Germany.
Louise Gussfeld, Germany.
Elfriede Gussfeld, Germany.
Fritz Gussfeld, Germany.

That such property is in the process of administration by Louis C. Waltens, 1249 North Water Street, Decatur, Illinois, as Executor of the estate of Karl Nalefski, deceased, acting under the judicial supervision of the County Court of Macon County, Illinois;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity, or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on November 28, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F.R. Doc. 44–18560; Filed, Dec. 7, 1944; 11:20 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 8, Rev. 410]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN ATHENS AND POINTS IN GEORGIA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The

[1] Filed as part of the original document.

coordination of operations directed by this order shall be subject to the carriers possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

H. G. Callahan and H. H. Callahan, copartners, doing business as Callahan Brothers, Athens, Ga.

H. A. Adams, doing business as Adams Transfer Co., Athens, Ga.

J. H. Poss, Athens, Ga.

Clyde Harper and Nannie Lou Harper, copartners, doing business as Harper Transfer Co., Athens, Ga.

J. C. Thomas, doing business as Thomas Transfer Co., Athens, Ga.

P. R. Dunn, doing business as P. R. Dunn Transfer, Athens, Ga.

[F. R. Doc. 44-18570; Filed, Dec. 7, 1944; 2:46 p. m.]

[Supp. Order ODT 3, Rev. 411]

COMMON CARRIERS

COORDINATED OPERATIONS IN TEXAS

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Geo. H. Blewett, Leonard W. Harper, and Marion C. Martin, copartners, doing business as T. S. C. Motor Freight Lines, Houston, Tex.

Herrin Transportation Company (a corporation), Houston, Tex.

L. G. Smith, doing business as Southern Motor Lines, Beaumont, Tex.

[F. R. Doc. 44-18571; Filed, Dec. 7, 1944; 2:46 p. m.]

[Supp. Order ODT 3, Rev. 413]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN SAN FRANCISCO, CALIF., AND PORTLAND, OREG.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8

[1] Filed as part of the original document.

F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Oregon-Nevada-California Fast Freight, Inc., San Francisco, Calif.

William Jossy, doing business as Bend-Portland Truck Service, Portland, Oreg.

[F. R. Doc. 44-18572; Filed, Dec. 7, 1944; 2:46 p. m.]

[Supp. Order ODT 3, Rev. 414]

COMMON CARRIER

COORDINATED OPERATIONS BETWEEN CHATTANOOGA, TENN., AND CINCINNATI, OHIO

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action

[1] Filed as part of the original document.

hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Hyatt Spaulding and Herman Gettelfinger, copartners, doing business as Blue & Gray Transportation Co., Cincinnati, Ohio.
Dixie Ohio Express Co. (a corporation), Akron, Ohio.

[F. R. Doc. 44-18573; Filed, Dec. 7, 1944; 2:46 p. m.]

[Supp. Order ODT 3, Rev. 420]

COMMON CARRIERS

COORDINATED OPERATIONS IN GEORGIA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

J. M. Brown, Rome, Ga.
Carl Terrell, doing business as Terrell Transfer Co., Rome, Ga.
T. C. Burton, doing business as Burton Transfer Co., Rome, Ga.
J. W. Bagby, Rome, Ga.
M. O. Baker, doing business as M. O. Baker Transfer Co., Lindale, Ga.

[F. R. Doc. 44-18574; Filed, Dec. 7, 1944; 2:44 p. m.]

[Supp. Order ODT 3, Rev. 423]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN ATLANTA, GA., AND CHATTANOOGA, TENN.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in

[1] Filed as part of the original document.

operation forthwith, subject to the following provisions, which shall supersede any provisions of such plant that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Johnson Freight Lines, Inc., Chattanooga, Tenn.

Hyatt Spaulding and Herman Gettlefinger, copartners, doing business as Blue & Gray Transportation Co., Cincinnati, Ohio.

A. B. C. Truck Lines, Inc., Rome, Ga.

Wilson Truck Co., Inc., Nashville, Tenn.

[F. R. Doc. 44-18575; Filed, Dec. 7, 1944; 2:44 p. m.]

[Supp. Order ODT 3, Rev. 425]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN COLUMBUS AND POINTS IN GEORGIA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements

[1] Filed as part of the original document.

made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

B. Emerita Burnham, Bernard LeRoy Burnham, B. Emerita Reese, and L. R. Burnham, copartners, doing business as Burnham's Van Service, Columbus, Ga.

S. L. Hamer, doing business as S. L. Hamer Transfer Co., Columbus, Ga.

F. T. Hudson, doing business as Hudson Transfer, Columbus, Ga.

J. B. Youngblood, doing business as Youngblood Van Service, Columbus, Ga.

Homer Jones, doing business as Homer Jones Transfer Co., Columbus, Ga..

[F. R. Doc. 44-18576; Filed, Dec. 7, 1944; 2:44 p. m.]

[Supp. Order ODT 3, Rev. 426]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN INDIANAPOLIS AND CAMBRIDGE CITY, IND.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Keehln Motor Express, Inc., Chicago, Ill.

Fay Funkhouser, doing business as Funkhouser Truck Service, Cambridge City, Ind.

T. H. Eaton, doing business as Eaton Transfer Co., Greenfield, Ind.

[F. R. Doc. 44-18577; Filed, Dec. 7, 1944; 2:45 p. m.]

[Supp. Order ODT 3, Rev. 423]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN PLATTSBURG AND MOHAWK VALLEY, N. Y.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,[1] and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered,* That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary

[1] Filed as part of the original document.

to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority or any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective December 12, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 8th day of December 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Lester S. Martin and Lawrence R. Martin, copartners, doing business as Martin's Truck, Plattsburg, N. Y.

Bernice M. Kelley and Ernest A. Kelley, copartners, doing business as Kelley's Express, Keene Valley, N. Y.

[F. R. Doc. 44-18578; Filed, Dec. 7, 1944; 2:45 p. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 118, Order 24]

100% COTTON BLANKETS, BLANKETING, AND BLANKET-ROBE CLOTH

AUTHORIZATION OF MAXIMUM PRICES

(a) This order applies to the goods designated as Classes I, IV and VI in § 1400.118 (d) (27) (viii) and (ix) of Maximum Price Regulation No. 118.

(b) In connection with any contract (and any delivery pursuant thereto) made on or after the effective date of this order for the sale of any of the blankets, blanketing, and blanket-robe cloth included in the classes specified in paragraph (a), producers are authorized to reserve the right to charge the difference, if any, between the existing maximum price and the maximum price which may be established by the Office of Price Administration prior to the revocation of this order.

(c) Except as modified by paragraph (b), the provisions of Maximum Price Regulation No. 118 shall continue to apply to all sales and deliveries of blankets, blanketing, and blanket-robe cloth.

(d) This order may be amended or revoked by the Price Administrator at any time.

This order shall become effective December 7, 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18585; Filed, Dec. 7, 1944; 4:54 p. m.]

[MPR 188, Rev. Order 752]

ZENITH RADIO CORP.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and by virtue of the authority vested in the Price Administrator under the Emergency Price Control Act of 1942, as amended, Executive Order No. 9250 and Executive Order No. 9328; *It is hereby ordered,* That Order No. 752 is revised and amended to read as follows:

(a) The Zenith Radio Corporation, 6001 Second Avenue, Chicago, Illinois, may sell and deliver its "wearable hearing aid" at prices no higher than the following:

Class of customer and Maximum price

To jobbers or distributors, $20.00 per unit f. o. b. factory.

To the United States Government in lots of 100 or more, $20.00 per unit f. o. b. factory.

To the United States Government in lots of less than 100, $24.00 per unit f. o. b. factory.

To dealers, $24.00 per unit f. o. b. factory.

To consumers, $40.00 per unit delivered.

(b) Any person may sell at wholesale and deliver the wearable aid manufactured by the Zenith Radio Corporation at a price no higher than $24.00 per unit.

(c) Any person may sell at retail and deliver the wearable hearing aid manufactured by the Zenith Radio Corporation at a price no higher than $40.00 per unit.

(d) At the time of or prior to the first invoice to each purchaser for resale, the Zenith Radio Corporation shall notify the purchaser for resale of the maximum prices and the conditions set by this order for resale by the purchaser. This notice may be given in any convenient form.

(e) Prior to delivery of each wearable hearing aid the Zenith Radio Corporation shall attach securely a durable tag containing in easily readable lettering the following statement:

OPA has established a retail ceiling price of $40.00 for this wearable hearing aid. The Zenith Radio Corporation shall supply to the purchaser of this hearing aid a written guarantee, a copy of which is on file with the OPA. This tag may not be removed until after delivery to consumer.

(f) Unless the context otherwise requires the definitions set forth in section 20 of the General Maximum Price Regulation shall apply to the terms used herein.

(g) This Revised Order No. 752 may be revoked or amended at any time.

This Revised Order No. 752 shall become effective on the 8th day of December, 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18587; Filed, Dec. 7, 1944; 4:56 p. m.]

[MPR 188, Rev. Order 1020]

ZENITH RADIO CORP.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and by virtue of the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as

amended, The Stabilization Act of 1942, as amended, Executive Order No. 9250 and Executive Order No. 9328, *It is hereby ordered* That Order No. 1926 is revised and amended to read as follows:

(a) The net maximum prices for all sales and deliveries by the Zenith Radio Corporation, 6001 Dickens Avenue, Chicago, Illinois, of the "high-power air conduction hearing aid" or the "bone conduction hearing aid" of its manufacture as described in its application, since the effective date of Maximum Price Regulation No. 188 are as follows:

Class of Customer and Maximum Price

To jobbers or distributors, $27.50 per unit, f. o. b. factory.

To the United States Government in lots of 100 or more, $27.50 per unit, f. o. b. factory.

To the United States Government in lots of less than 100, $32.50 per unit, f. o. b. factory.

To dealers, $32.50 per unit, f. o. b. factory.

To consumers, $50.00 per unit, delivered.

(b) The net maximum prices for all sales and deliveries by any person, other than the Zenith Radio Corporation, of the "high power air conduction hearing aid" or "the bone conduction hearing aid" manufactured by the Zenith Radio Corporation are as follows:

Class of Customer and Maximum Price

To jobbers or distributors, $27.50 per unit, f. o. b. shipping point.

To the United States Government in lots of 100 or more, $27.50 per unit, f. o. b. shipping point.

To the United States Government in lots of less than 100, $32.50 per unit, f. o. b. shipping point.

To dealers, $32.50 per unit, f. o. b. shipping point.

To consumers, $50.00 per unit, delivered.

(c) At the time of or prior to the first invoice to each purchaser for resale, the Zenith Radio Corporation shall notify the purchaser for resale of the maximum prices and the conditions set by this order for resales by the purchaser. This notice may be given in any convenient form.

(d) Prior to delivery of each high-power air conduction or bone conduction hearing aid the Zenith Radio Corporation shall attach securely a durable tag containing in easily readable lettering the following statement.

OPA has established a retail ceiling price of $50.00 for this hearing aid. The Zenith Radio Corporation will supply the purchaser of this hearing aid a written guarantee a copy of which is on file with the OPA. This tag may not be removed until after delivery to the consumer.

(e) Unless the context otherwise requires the definitions set forth in section 120 of the General Maximum Price Regulation shall apply to the terms used herein.

(f) This Revised Order No. 1926 may be revoked or amended at any time.

This Revised Order No. 1926 shall become effective on the 8th day of December 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18588; Filed, Dec. 7, 1944; 4:54 p. m.]

[MPR 188, Order 3037]

NORTH-EASTERN CONTRACTING CO.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.153 of Maximum Price Regulation 188, *It is ordered:*

(a) The maximum net price for sales by the North-Eastern Contracting Company of the aluminum combination swingspout sink faucet manufactured by it to any person shall be $4.20 each, f. o. b. point of manufacture.

(b) The maximum price for sales of the aluminum combination swingspout sink faucet manufactured by the North-Eastern Contracting Company by plumbing and heating jobbers shall be:

	Each
On sales to plumbing and heating contractors	$5.25
On sales to commercial or industrial users	5.25
On sales to all other persons	6.00

(c) The maximum price for sales by dealers of the aluminum combination swingspout sink faucet manufactured by the North-Eastern Contracting Company to any person shall be $6.00.

(d) The maximum prices established by this order shall be subject to discounts and allowances and the rendition of services which are at least as favorable as those which each seller extended or rendered or would have extended or rendered to purchasers of the same class on comparable sales of similar commodities during March 1942.

(e) The maximum price for sales of the aluminum combination swingspout sink faucet covered by this order on an installed basis shall be determined in accordance with Revised Maximum Price Regulation 251.

(f) The North-Eastern Contracting Company shall notify each of its purchasers at the time of the first invoice of the maximum prices established by this order for the North-Eastern Contracting Company on sales to such purchaser and the maximum prices established for such purchaser's resale.

(g) The North-Eastern Contracting Company shall tag each aluminum combination swingspout sink faucet, and shall print in a conspicuous place on such tag the following:

Maximum Retail Price—$9.00.

(h) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective December 8, 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18589; Filed, Dec. 7, 1944; 4:53 p.m.]

[MPR 188, Order 3038]

CARTER-SMITH CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.153 of MPR 188; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a chest of drawers manufactured by Carter-Smith Co., Conway, New Hampshire.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	Each
Chest of drawers	100	$7.22	$8.50

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the article described in the manufacturer's application dated October 21, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified, the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method § 1499.153, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article and Model No.:	*Maximum price to retailers (cash)*
Chest of drawers; 100	$8.50

This price is subject to a cash discount of two percent for payment within ten days, net thirty days, and is for the article described in the manufacturer's application dated October 21, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, maximum prices shall be determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by

paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 8th day of December 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18590; Filed, Dec. 7, 1944; 4:54 p. m.]

[MPR 188, Order 3039]

BURDICK-BARON CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of two chests manufactured by Burdick-Baron Co., 3400 Armstrong Avenue, Dallas, Texas.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Chest (oak)	KD 29½ x 44	$8.97	$10.55
Chest (gum)	KD 29½ x 44	8.20	9.65

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's applications dated May 28, 1944 and September 22, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified, the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article and Model No.:	*Maximum price to retailers (each)*
Chest (oak); KD 29½ x 44	$10.55
Chest (gum); KD 29½ x 44	9.65

These prices are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's applications dated May 28, 1944, and September 22, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, maximum prices shall be determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 8th day of December 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18591; Filed, Dec. 7, 1944; 4:53 p. m.]

[MPR 188, Order 3040]

ATKINSON MANUFACTURING CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a wardrobe manufactured by Atkinson Manufacturing Company, 130 East Dowland Street, Ludington, Michigan.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons other than retailers, who resell from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Wardrobe	69	$3.79	$4.42

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the article described in the manufacturer's application dated November 6, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified, the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article and Model No.:	*Maximum price to retailers (each)*
Wardrobe; 69	$4.42

This price is subject to a cash discount of two percent for payment within ten days, net thirty days, and is for the article described in the manufacturer's application dated November 6, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, maximum prices shall be determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 8th day of December 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18592; Filed, Dec. 7, 1944; 4:54 p. m.]

[MPR 188, Order 3041]

GUILFORD PACKAGE CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register,

and pursuant to § 1499.158 of MPR 188, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a cedar storage box manufactured by Guilford Package Company, 530 Morehead Avenue, P. O. Box 1631, Greensboro, North Carolina.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Cedar storage box	100	$7.73	$9.10

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the article described in the manufacturer's application dated October 21, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified, the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article and Model No.:	*Maximum price to retailers (each)*
Cedar storage box; 100	$9.10

This price is subject to a cash discount of two percent for payment within ten days, net thirty days, and is for the article described in the manufacturer's application dated October 21, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, maximum prices shall be determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 8th day of December 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18393; Filed, Dec. 7, 1944; 4:56 p. m.]

[MPR 188, Order 3042]

MASON'S FIESTA

APPROVAL OF MAXIMUM PRICES

For reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a house bar, a stool and a back shelf manufactured by Mason's Fiesta, 10369 Santa Monica Boulevard, Los Angeles, California.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
House bar	1003	$12.60	$15.00
Stool	1004	7.65	9.00
Back shelf	1003	12.75	15.00

These prices are f. o. b. factory, and are for the articles described in the manufacturer's undated application received in the Office of Price Administration on October 19, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified, the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942, he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article and Model No.:	*Maximum price to retailers (each)*
House bar; 1003	$15.00
Stool; 1004	9.00
Back shelf; 1003	15.00

These prices are for the articles described in the manufacturer's undated application received in the Office of Price Administration on October 19, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, maximum prices shall be determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by paragraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 8th day of December 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18394; Filed, Dec. 7, 1944; 4:56 p. m.]

[MPR 188, Order 3043]

MODERN DECOR

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of certain articles of upholstered furniture manufactured by Modern Decor, 43 East 8th Street, New York City.

(1) (a) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188 by the manufacturer to retailers and by the manufacturer to persons other than retailers who sell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to retailers	Maximum price to persons, other than retailers who sell from manufacturer's stock
Chair	204	$38.50	$32.73
	274	38.50	32.73
Sofa	274	88.00	74.80
Chair	275	38.50	32.73
	275	88.00	74.80
Sofa	475	96.25	81.81
	306	90.75	77.14
Chair	201	32.45	27.58
Loveseat	201	46.75	39.74
Chair	390	32.45	27.58
	209	26.95	22.91
4 pc. sec. Sofa	123	170.50	144.92
3 pc. sec. Sofa	978	115.50	98.18

These prices are for the articles when covered in Grade D fabric (base grade). For sales of the articles in other grades of fabric, the following differentials may be added to these prices:

	Per yard
Grade C	$0.50
Grade B	.74
Grade A	1.40
Grade AA	2.15

These maximum prices are f. o. b. factory and are subject to a cash discount of 2% for payment within ten days, net thirty days.

(b) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices are those determined by applying to the prices specified above, the discounts, allowances, and other price differentials allowed or charged by the manufacturer during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158 of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until maximum prices are authorized by the Office of Price Administration.

(2) (a) For all sales and deliveries to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below:

Article and Model No.:	*Maximum price to retailers*
Chair, 204	$38.50
Chair, 274	38.50
Sofa, 274	88.00
Chair, 275	38.50
Sofa, 275	88.00
Sofa, 475	96.25
Sofa, 306	90.75
Chair, 201	32.45
Loveseat, 201	46.75
Chair, 390	32.45
Chair, 209	26.95
4 pc. sec. Sofa, 123	170.50
3 pc. sec. Sofa, 978	115.50

These prices are for the articles when covered in Grade D fabric (base grade). For sales of the articles in other grades of fabric, the following differentials may be added to these prices:

	Per yd.
Grade C	$0.50
Grade B	.74
Grade A	1.40
Grade AA	2.15

These maximum prices are f. o. b. shipping point and are subject to a cash discount of 2% for payment within ten days, net 30 days.

(b) At the time of or prior to the first invoice to any person who resells to retailers from the manufacturer's stock, the manufacturer shall notify the purchaser of the maximum prices and conditions established by this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on December 8, 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18595; Filed, Dec. 7, 1944; 4:55 p. m.]

[MPR 188, Order No. 3067]

DORMEYER CORP.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Section 1499.156 of Maximum Price Regulation No. 188; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries of a vertical food mixer, Model No. 3000 manufactured by Dormeyer Corporation, 4316 North Kilpatrick Avenue, Chicago, Illinois, as follows:

(1) For all sales and deliveries by the manufacturer since this article became subject to Maximum Price Regulation No. 188, the maximum prices are those set forth below:

Maximum price to contract distributors		Maximum price to other distributors	
East zone	West zone	East zone	West zone
$8.09 each	$8.54 each	$8.93 each	$9.48 each.

These prices are exclusive of Federal Excise Tax and are subject to the manufacturer's customary terms, discounts, credits and allowances.

(2) For all sales and deliveries on and after the effective date of this order by distributors to jobbers, the maximum prices are those set forth below:

Quantities	Maximum prices	
	East zone	West zone
	Each	*Each*
1-5	$11.97	$12.63
6 and over	10.77	11.37

These prices are exclusive of Federal Excise Tax and are subject to the seller's customary terms, credits, discounts and allowances.

(3) For all sales and deliveries at retail by any person on and after the effective date of this order, the maximum prices are:

$17.95 each in the East Zone.
$18.95 each in the West Zone.

These prices are exclusive of Federal Excise Tax and are subject to the seller's customary terms and conditions of sale.

(b) The manufacturer shall attach a tag or label to each vertical food mixer for which the maximum prices are established by this order which is shipped to a purchaser for resale on and after the effective date of this order. Such tag or label shall contain the following statement with the blanks properly filled in:

Eastern Zone OPA ceiling price..... $.....
Western Zone OPA ceiling price..... $.....
This tag may not be removed until after delivery to the consumer.

(c) At the time of or prior to the first invoice to a purchaser for resale on and after the effective date of this order, the manufacturer and every distributor and jobber shall notify the purchaser in writing of the maximum prices and conditions established by this order for resale by the purchaser. This notice may be given in any convenient form.

(d) For the purposes of this order, the Western Zone means the city of Denver and all parts of the United States west of that city. The Eastern Zone includes the rest of the United States.

(e) This order may be revoked or amended by the Price Administrator at any time.

This Order No. 3067 shall become effective on the 8th day of December 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18596; Filed, Dec. 7, 1944; 4:55 p. m.]

[MPR 203, Order 1]

VITAMIN A NATURAL OILS AND CONCENTRATES

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to § 1396.204 of the regulation, *It is ordered:*

Vitamin A natural oils having a potency of less than 6,000 U. S. P. units per gram and for use in animal feeds may be sold and delivered to industrial consumers who will use this material in their own manufacturing processes at prices to be adjusted upward in accordance with action hereinafter taken by the Office of Price Administration. However, no seller shall receive payment of more than the presently established maximum prices until such action becomes effective. This order shall terminate on the effective date of such action or on February 1, 1945, whichever is earlier.

This order may be amended or revoked at any time.

This order shall become effective December 9, 1944.

Issued this 8th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18830; Filed, Dec. 8, 1944; 11:42 a. m.]

Regional and District Office Orders.

List of Community Ceiling Price Orders

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register December 7, 1944.

Region II

Altoona Order 1–F, Amendment 34, covering fresh fruits and vegetables in certain counties in Pennsylvania, filed 10:08 a. m.

Binghamton Order 2–F, Amendment 10, covering fresh fruits and vegetables in certain counties in the State of New York, filed 10:09 a. m.

Buffalo Order 1–F, Amendment 34, covering fresh fruits and vegetables in certain counties in the State of New York, filed 10:09 a. m.

Camden Order 3–F, Amendment 8, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 10:07 a. m.

Camden Order 4–F, Amendment 8, covering fresh fruits and vegetables in the Atlantic and Cape May Counties, N. J., filed 10:08 a. m.

Scranton Order 4–F, Amendment 6, covering fresh fruits and vegetables in certain counties in the State of Pennsylvania, filed 10:09 a. m.

Scranton Order 14, covering dry groceries in certain counties in the State of Pennsylvania, filed 10:07 a. m.

Scranton Order 15, covering dry groceries in certain counties in the State of Pennsylvania, filed 10:07 a. m.

Region III

Cincinnati Order 1–F, Amendment 59, covering fresh fruits and vegetables in Hamilton County, Ohio, filed 10:06 a. m.

Cincinnati Order 2–F, Amendment 52, covering fresh fruits and vegetables in certain counties in the State of Ohio, filed 10:06 a. m.

Cleveland Order 1–B, covering certain food prices in Cleveland, Ohio, filed 10:21 a. m.

Lexington Order 3–F, Amendment 49, covering fresh fruits and vegetables in Boyd County, Ky., filed 10:05 a. m.

Lexington Order 4–F, Amendment 7, covering fresh fruits and vegetables in certain counties in Kentucky, filed 10:06 a. m.

Region IV

Atlanta Order 4–F, Amendment 13, covering fresh fruits and vegetables in the Atlanta area, filed 10:00 a. m.

Birmingham Order 3–F, Amendment 1, covering fresh fruits and vegetables in Jefferson County, Ala., filed 10:22 a. m.

Birmingham Order 3–F, Amendment 2, covering fresh fruits and vegetables in Jefferson County, Ala., filed 10:22 a. m.

Birmingham Order 3–F, Amendment 3, covering fresh fruits and vegetables in Jefferson County, Ala., filed 10:23 a. m.

Birmingham Order 4–F, Amendment 1, covering fresh fruits and vegetables in certain counties in the State of Ala., filed 10:22 a. m.

Jacksonville Order 9–F, Amendment 7, covering fresh fruits and vegetables in the Jacksonville, Florida area, filed 10:00 a. m.

Jacksonville Order 10–F, Amendment 8, covering fresh fruits and vegetables in certain cities in Florida, filed 10:00 a. m.

Montgomery Order 20–F, Amendment 4, covering fresh fruits and vegetables in Mobile County, Ala., filed 10:00 a. m.

Savannah Order 7–F, Amendment 6, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:05 a. m.

Savannah Order 7–F, Amendment 7, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:02 a. m.

Savannah Order 8–F, Amendment 7, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:02 a. m.

Savannah Order 9–F, Amendment 7, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:03 a. m.

Savannah Order 10–F, Amendment 6, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:03 a. m.

Savannah Order 10–F, Amendment 7, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:03 a. m.

Savannah Order 11–F, Amendment 6, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:03 a. m.

Savannah Order 11–F, Amendment 7, covering fresh fruits and vegetables in certain counties in the State of Georgia, filed 10:03 a. m.

Savannah Order 5–W, covering community food pricing in the Savannah area, filed 10:02 a. m.

Savannah Order 18, covering community food pricing in the Savannah area, filed 10:01 a. m.

Savannah Order 18, Amendment 1, covering certain food items in Savannah, Ga., filed 10:01 a. m.

Savannah Order 19, covering community food prices in the Savannah area, filed 10:01 a. m.

Region V

New Orleans Order 2–F, Amendment 43, covering fresh fruits and vegetables in St. Bernard and Jefferson, New Orleans, filed 10:21 a. m.

New Orleans Order 27–C, covering community ceiling prices in certain areas in the State or Louisiana, filed 10:20 a. m.

New Orleans Order 28–C, covering community food pricing in certain areas in the State of Louisiana, filed 10:21 a. m.

Wichita Order 4–W, covering dry groceries in Wichita, Kans., filed 10:22 a. m.

Region VI

Milwaukee Order 2–F, Amendment 45, covering fresh fruits and vegetables in Dane County, Wis., filed 10:11 a. m.

Milwaukee Order 3–F, Amendment 45, covering fresh fruits and vegetables in certain counties and cities in Wisconsin, filed 10:10 a. m.

Milwaukee Order 5–F, Amendment 44, covering fresh fruits and vegetables in Sheboygan and Fond du Lac Counties, filed 10:10 a. m.

Omaha Order 6–W, covering dry groceries in Lincoln, Nebr., filed 10:23 a. m.

Omaha Order 7–F, Amendment 24, covering fresh fruits and vegetables in Omaha, Nebraska, and Council Bluffs, Iowa, filed 10:13 a. m.

Omaha Order 7–F, Amendment 25, covering fresh fruits and vegetables in Omaha, Nebraska and Council Bluffs, Iowa, filed 10:12 a. m.

Omaha Order 8–F, Amendment 23, covering fresh fruits and vegetables in Lincoln, Nebr., filed 10:12 a. m.

Omaha Order 8–F, Amendment 24, covering fresh fruits and vegetables in Lincoln, Nebr., filed 10:12 a. m.

Omaha Order 17, Amendment 6, covering dry groceries in certain counties in the State of Nebraska, filed 10:12 a. m.

Omaha Order 20, covering dry groceries in Douglas and Sarpy Counties, Nebraska and the city of Council Bluffs, Iowa, filed 10:12 a. m.

Omaha Order 21, covering dry groceries in Douglas and Sarpy Counties, Nebraska and the city of Council Bluffs, Iowa, filed 10:11 a. m.

Region VII

New Mexico Order F–1, Amendment 33, covering fresh fruits and vegetables in Albuquerque and Gallup, N. Mex., filed 10:14 a. m.

New Mexico Order F–2, Amendment 19, covering fresh fruits and vegetables in Santa Fe and Las Vegas, N. Mex., filed 10:14 a. m.

New Mexico Order F–4, Amendment 19, covering fresh fruits and vegetables in certain areas in New Mexico, filed 10:03 a. m.

New Mexico Order F–6, Amendment 16, covering fresh fruits and vegetables in certain areas in the State of New Mexico, filed 10:10 a. m.

New Mexico Order G–7, Amendment 8, covering fresh fruits and vegetables in certain areas in the State of New Mexico, filed 10:10 a. m.

Region VIII

Fresno Order 1–C, covering poultry in certain counties in the State of California, filed 10:19 a. m.

Fresno Order 1–F, Amendment 47, covering fresh fruits and vegetables in Fresno, Calif., filed 10:14 a. m.

Fresno Order 2–F, Amendment 35, covering fresh fruits and vegetables in the city of Modesto, Calif., filed 10:13 a. m.

Fresno Order 3–F, Amendment 32, covering fresh fruits and vegetables in certain cities in the State of California, filed 10:13 a. m.

Fresno Order 6–F, Amendment 18, covering fresh fruits and vegetables in Kern County, Calif., filed 10:13 a. m.

Phoenix Order 2–W, Amendment 4, covering dry groceries in the Coconino-Yavapai area, filed 10:17 a. m.

Phoenix Order 3, under Order 1–B, Amendment 3, covering community food prices in the Coconino-Yavapai area, filed 10:20 a. m.

Phoenix Order 3–F, Amendment 43, covering fresh fruits and vegetables in certain areas in Arizona, filed 10:14 a. m.

Portland Order 3–B, covering fresh fruits and vegetables in the State of Oregon, filed 10:16 a. m.

Portland Order 4–F, covering fresh fruits and vegetables in certain areas in Oregon and Washington, filed 10:16 a. m.

Portland Order 4–F, Amendment 1, covering fresh fruits and vegetables in the Portland area, filed 10:20 a. m.

Portland Order 5–F, covering fresh fruits and vegetables in the Eugene-Springfield area, filed 10:16 a. m.

Portland Order 5–F, Amendment 1, covering fresh fruits and vegetables in the Portland area, filed 10:20 a. m.

Portland Order 6–F, covering fresh fruits and vegetables in the Roseburg-Sutherlin-Oakland area, filed 10:16 a. m.

Portland Order 6–F, Amendment 1, covering fresh fruits and vegetables in the Portland Area, filed 10:20 a. m.

Portland Order 7–F, covering fresh fruits and vegetables in Klamath Falls, Oreg. area, filed 10:15 a. m.

Portland Order 8–F, covering fresh fruits and vegetables in Medford, Oreg., area, filed 10:15 a. m.

Portland Order 9–F, covering fresh fruits and vegetables in the Grants Pass, Ashland area, filed 10:14 a. m.

Spokane Order 1–F, Amendment 36, covering fresh fruits and vegetables in Spokane County, Wash., filed 10:19 a. m.

Spokane Order 2–F, Amendment 33, covering fresh fruits and vegetables in the Kootenai County, Idaho, filed 10:19 a. m.

Spokane Order 3–F, Amendment 11, covering fresh fruits and vegetables in the Shoshone and Kootenai Counties, Idaho, filed 10:19 a. m.

Spokane Order 4–F, Amendment 9, covering fresh fruits and vegetables in certain counties in the States of Idaho and Washington, filed 10:17 a. m.

Spokane Order 5–F, Amendment 16, covering fresh fruits and vegetables in certain

counties in the States of Washington and Idaho, filed 10:18 a. m.

Spokane Order 6–F, Amendment 17, covering fresh fruits and vegetables in Columbia and Walla Walla Counties, Wash., filed 10:18 a. m.

Spokane Order 7–F, Amendment 10, covering fresh fruits and vegetables in Benton and Franklin Counties, Wash., filed 10:18 a. m.

Copies of any of these orders may be obtained from the OPA office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44–18586; Filed, Dec. 7, 1944; 4:53 p. m.]

[Region V Order G–1 Under 18 (e) and SR 15]

FLUID MILK IN CERTAIN EAST TEXAS CITIES

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of Region V of the Office of Price Administration by the Emergency Price Control Act of 1942, as amended, by section 18, paragraph (e) of the General Maximum Price Regulation and § 1499.75 (a) (3) of Supplementary Regulation No. 15 to the General Maximum Price Regulation; *It is hereby ordered:*

(a) That the maximum prices which contract haulers of milk may charge for transporting milk from producers' farms to processors' or buyers' receiving points located in the cities of Mt. Pleasant, Maud, Marshall, Tyler, Timpson, Winnsboro, Sulphur Springs, Henderson, Paris, and Mineola, Texas, is established to be 40¢ per cwt.

(b) The term contract milk hauler as used in this Order refers to a person furnishing the service of transporting whole milk in cans from the producers' farms to market. The term does not include persons who haul milk in tank wagons nor does it include persons who haul milk which they purchase from farmers or other sellers.

(c) Sellers of contract milk hauling services subject to this Order must continue to supply the same service which they supplied during March, 1942, and must in no way change their business practices which were in effect during this period in connection with the supply of this transportation service.

(d) This order is subject to revocation or amendment at any time hereafter, either by special order or by any amendment or supplement hereafter issued as to any price regulation, the provisions of which may be contrary hereto.

(e) Lower prices for any services covered by this order may be charged, offered, demanded or paid.

This order shall become effective on the 1st day of December, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Texas, this the 25th day of November 1944.

C. B. BRAUN,
Regional Administrator.

[F. R. Doc. 44–18597; Filed, Dec. 8, 1944; 9:16 a. m.]

[Region VI Order G–3 Under MPR 336, MPR 355, and MPR 394]

FABRICATED MEAT CUTS IN MILWAUKEE, WIS.

By virtue of the authority vested in me by the provisions of section 5 (c) of Maximum Price Regulation No. 336, section 5 (c) of Maximum Price Regulation No. 355 and section 5 (c) of Maximum Price Regulation No. 394, I am empowered to declare specific areas in the region under my jurisdiction to be deficient in supplies of fabricated meat cuts where I find that the following conditions exist therein:

(1) That purveyors of meals are unable to purchase fabricated meat cuts in volume sufficient to supply their requirements;

(2) That the deficiency in supplies of fabricated meat cuts is caused by the fact that sellers of fabricated meat cuts located in the area do not have adequate facilities of quotas to supply the demand;

(3) That purveyors of meals located in the area customarily have relied upon and must continue to rely upon retail sellers for their necessary supplies of meat.

I have investigated the situation existing in the area of Milwaukee, Wisconsin, and as a result of that investigation I find:

That purveyors of meals located in the area are unable to obtain supplies of fabricated meat cuts adequate to fill their needs. This conclusion is based upon the following set of facts:

During the two-month period, March and April, 1944, the Local War Price and Rationing Board allotted approximately 22,900,000 points to purveyors of meals in Milwaukee, Wisconsin, of which it is estimated 10,900,000 points were used for the purchase of 1,362,500 pounds of meat for the period. Wholesalers or hotel supply houses in the area serving purveyors of meals were only able to furnish them 792,000 pounds of fabricated meat cuts during this period and it became necessary to procure fabricated meat cuts from local retailers. The only retailers in this area which are equipped and willing to sell the needed quantity are limited at the present time in their sales to purveyors of meals of 20% of their total volume, which amounts to approximately 118,400 pounds. Compared to the 1,362,500 pounds of meat which the purveyors of meals could purchase with the ration points allotted to them, it appears that there is a deficiency in this area in the supply of fabricated meat cuts.

Accordingly, *It is ordered:* That the area within the geographic limits of the city of Milwaukee, Wisconsin, be and the same is hereby declared to be an area deficient in supplies of fabricated meat cuts.

This order may be revoked, amended or corrected at any time.

This order shall be effective as of November 27, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; MPR No. 355, 8 F.R. 4423; MPR No. 394, 8 F.R. 3681)

Issued this 22d day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–18598; Filed, Dec. 8, 1944, 9:14 a. m.]

[Region VI Order G–4 Under MPR 336, MPR 355, and MPR 394]

FABRICATED MEAT CUTS IN MADISON, WIS.

By virtue of the authority vested in me by the provisions of section 5 (c) of Maximum Price Regulation No. 336, section 5 (c) of Maximum Price Regulation No. 355 and section 5 (c) of Maximum Price Regulation No. 394, I am empowered to declare specific areas in the region under my jurisdiction to be deficient in supplies of fabricated meat cuts where I find that the following conditions exist therein:

(1) That purveyors of meals are unable to purchase fabricated meat cuts in volume sufficient to supply their requirements;

(2) That the deficiency in supplies of fabricated meat cuts is caused by the fact that sellers of fabricated meat cuts located in the area do not have adequate facilities of quotas to supply the demand;

(3) That purveyors of meals located in the area customarily have relied upon and must continue to rely upon retail sellers for their necessary supplies of meat.

I have investigated the situation existing in the area of Madison, Wisconsin, and as a result of that investigation I find:

That purveyors of meals located in the area are unable to obtain supplies of fabricated meat cuts adequate to fill their needs. This conclusion is based upon the following set of facts:

During the two-month period, March and April 1944, the Local War Price and Rationing Board allotted approximately 3,750,000 points to purveyors of meals in Madison, Wisconsin, of which it is estimated 1,913,000 points were used for the purchase of 240,000 pounds of meat for the period. Wholesalers or hotel supply houses in the area serving purveyors of meals were only able to furnish them 173,400 pounds of fabricated meat cuts during this period and it became necessary to procure fabricated meat cuts from local retailers. The only retailers in this area which are equipped and willing to sell the needed quantity are limited at the present time in their sales to purveyors of meals of 20% of their

total volume, which amounts to approximately 47,600 pounds. Compared to the 240,000 pounds of meat which the purveyors of meals could purchase with the ration points allotted to them, it appears that there is a deficiency in this area in the supply of fabricated meat cuts.

Accordingly: *It is ordered,* That the area within the geographic limits of the city of Madison, Wisconsin, be and the same is hereby declared to be an area deficient in supplies of fabricated meat cuts.

This order may be revoked, amended or corrected at any time.

This order shall be effective as of November 27, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; MPR No. 355, 8 F.R. 4423; MPR No. 394, 8 F.R. 3681)

Issued this 22d day of November, 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18599; Filed, Dec. 8, 1944; 9:14 a. m.]

[Region VI Rev. Order G-5 Under RMPR 122, Amdt. 1]

SOLID FUELS IN TWIN CITIES, MINN., AREA

An opinion accompanying this amendment has been isued simultaneously herewith. Order No. G-5 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. Paragraph (c) (4) is amended as follows:

Delete from lines 4 and 5 on page 5 "Providing he states it separately on his invoice;" delete from the last line on page 5 and the first line on page 6, "if he states it separately on the invoice."

2. Paragraph (k) (2) is amended to read as follows:

(2) Every person selling solid fuels subject to this order shall, either at the time of, or within thirty days after the date of a sale or delivery of solid fuels governed by this order give to his purchaser an invoice, sales slip or receipt, and shall keep an exact copy thereof for so long as this order is in effect or for so long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is longer, showing the following information:

The name and address of the seller and the purchaser; the kind, size, and quantity of the solid fuels sold, the date of the sale or delivery and the price charged. In addition, he shall separately state on each such invoice, sales slip or receipt, the amount, if any, of the required discounts, authorized service charges and taxes which must be deducted from or which may be added to the established maximum prices: *Provided,* That a dealer who is authorized to make a special service charge for chemical or oil treatment of coal need not separately state the amount of such service charge if he clearly indicates on the invoice that such coal is so treated: *And further provided,* That provisions of this paragraph (k) (2) shall not apply to sales of solid fuels in less than quarter ton lots unless requested by the purchaser.

3. Paragraph (k) (3) is deleted.

This Amendment No. 1 to Order No. G-5 shall become effective December 5, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 30th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18600; Filed, Dec. 8, 1944; 9:15 a. m.]

[Region VI Order G-7 Under RMPR 122, Amdt. 5]

SOLID FUELS IN WILLMAR, MINN.

An opinion accompanying this Amendment has been issued simultaneously herewith. Order No. G-7 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

(1) Paragraph (h) (2) is amended to read as follows:

(2) Every person selling solid fuels subject to this order shall, either at the time of, or within thirty days after the date of a sale or delivery of solid fuels governed by this order give to his purchaser an invoice, sales slip or receipt, and shall keep an exact copy thereof for so long as this order is in effect or for so long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is longer, showing the following information.

The name and address of the seller and the purchaser; the kind, size and quantity of the solid fuels sold, the date of the sale or delivery and the price charged. In addition, he shall separately state on each such invoice, sales slip or receipt, the amount, if any, of the required discounts, authorized service charges and taxes which must be deducted from or which may be added to the established maximum prices: *Provided,* That a dealer who is authorized to make a special service charge for chemical or oil treatment of coal need not separately state the amount of such service charge if he clearly indicates on the invoice that such coal is so treated; and further provided that provisions of this paragraph (h) (2) shall not apply to sales of solids fuels in less than quarter ton lots unless requested by the purchaser.

This Amendment No. 5 to Order No. G-7 shall become effective December 5, 1944.

(56 Stat. 23, 675; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18601; Filed, Dec. 8, 1944; 9:14 a. m.]

[Region VI Order G-8 Under RMPR 122, Amdt. 7]

COAL AND COKE IN MADISON, WIS.

An opinion accompanying this Amendment has been issued simultaneously herewith. Order No. G-8 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. Paragraph (c) (5) is amended as follows:

Delete the following statement which is the last sentence in sub-section (5): "The treatment charge so made shall be stated separately from all other items on the dealer's invoice."

2. Paragraph (g) (2) is amended to read as follows:

(2) Every person selling solid fuels subject to this order shall, either at the time of, or within thirty days after the date of a sale or delivery of solid fuels governed by this order, give to his purchaser an invoice, sales slip or receipt, and shall keep an exact copy thereof for so long as this order is in effect or for so long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is longer, showing the following information:

The name and address of the seller and the purchaser; the kind, size, and quantity of the solid fuels sold, the date of the sale or delivery and the price charged. In addition, he shall separately state on each such invoice, sales slip or receipt, the amount, if any, of the required discounts, authorized service charges and taxes which must be deducted from or which may be added to the established maximum prices: *Provided,* That a dealer who is authorized to make a special service charge for chemical or oil treatment of coal need not separately state the amount of such service charge if he clearly indicated on the invoice that such coal is so treated: *And further provided,* That provisions of this paragraph (g) (2) shall not apply to sales of solid fuels in less than quarter ton lots unless requested by the purchaser.

This Amendment No. 7 to Order No. G-8 shall become effective December 5, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.)

Issued this 30th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18602; Filed, Dec. 8, 1944; 9:13 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[Region VI Order G-10 Under RMPR 122, Amdt. 3]

SOLID FUELS IN AREA OF DES MOINES, IOWA

An opinion accompanying this Amendment has been issued simultaneously herewith. Order No. G-10 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. Paragraph (c), as amended, is amended as follows:

In the paragraph bearing the numeral "IX" delete the following statement: "The treatment charge so made shall be stated separately from all other items on the dealer's invoice."

2. Paragraph (n) is added to read as follows:

(n) Every person selling solid fuels subject to this order shall, either at the time of, or within thirty days after the date of a sale or delivery of solid fuels governed by this order give to his purchaser an invoice, sales slip or receipt, and shall keep an exact copy thereof for so long as this order is in effect or for so long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is longer, showing the following information:

The name and address of the seller and the purchaser; the kind, size, and quantity of the solid fuels sold, the date of the sale or delivery and the price charged. In addition, he shall separately state on each such invoice, sales slip or receipt, the amount, if any, of the required discounts, authorized service charges and taxes which must be deducted from or which may be added to the established maximum prices: *Provided*, That a dealer who is authorized to make a special service charge for chemical or oil treatment of coal need not separately state the amount of such service charge if he clearly indicates on the invoice that such coal is so treated: *And further provided*, That provisions of this paragraph (n) shall not apply to sales of solid fuels in less than quarter ton lots unless requested by the purchaser.

This Amendment No. 3 to Order No. G–10 shall become effective December 5, 1944.

(56 Stat. 23, 675; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–18603; Filed, Dec. 8, 1944; 9:13 a. m.]

[Region VI Order G–13 Under RMPR 122, Amdt. 2]

SOLID FUELS IN LA CROSSE, WISC.

An opinion accompanying this amendment has been issued simultaneously herewith. Order No. G–13 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. Paragraph (c) is amended as follows:

In the paragraph following "VII," delete the following statement: "The treatment charge so made shall be stated separately from all other items on the dealer's invoice."

2. Paragraph (l) is added to read as follows:

(l) Every person selling solid fuels subject to this order shall, either at the time of, or within thirty days after the date of a sale or delivery of solid fuels governed by this order give to his purchaser an invoice, sales slip or receipt, and shall keep an exact copy thereof for so long as this order is in effect or for so long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is longer, showing the following information:

The name and address of the seller and the purchaser; the kind, size, and quantity of the solid fuels sold, the date of the sale or delivery and the price charged. In addition, he shall separately state on each such invoice, sales slip or receipt, the amount, if any, of the required discounts, authorized service charges and taxes which must be deducted from or which may be added to the established maximum prices: *Provided*, That a dealer who is authorized to make a special service charge for chemical or oil treatment of coal need not separately state the amount of such service charge if he clearly indicates on the invoice that such coal is so treated: *And further provided*, That provisions of this paragraph (l) shall not apply to sales of solid fuels in less than quarter ton lots unless requested by the purchaser.

This Amendment No. 2 to Order No. G–13 shall become effective December 5, 1944.

(56 Stat. 23, 675; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 3681)

Issued this 30th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–18604; Filed, Dec. 8, 1944; 9:13 a. m.]

[Region VI Order G–15 Under RMPR 122, Amdt. 6]

SOLID FUELS IN QUAD CITIES AREA

An opinion accompanying this amendment has been issued simultaneously herewith. Order No. G–15 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. Paragraph (l) is added to read as follows:

(l) Every person selling solid fuels subject to this order shall, either at the time of, or within thirty days after the date of a sale or delivery of solid fuels governed by this order give to his purchaser an invoice, sales slip or receipt, and shall keep an exact copy thereof for so long as this order is in effect or for so long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is longer, showing the following information:

The name and address of the seller and the purchaser; the kind, size, and quantity of the solid fuels sold, the date of the sale or delivery and the price charged. In addition, he shall separately state on each such invoice, sales slip or receipt, the amount, if any, of the required discounts, authorized service charges and taxes which must be deducted from or which may be added to the established maximum prices: *Provided*, That a dealer who is authorized to make a special service charge for chemical or oil treatment of coal need not separately state the amount of such service charge if he clearly indicates on the invoice that such coal is so treated: *And further provided*, That provisions of this paragraph (l) shall not apply to sales of solid fuels in less than quarter ton lots unless requested by the purchaser.

This Amendment No. 6 to Order No. G–15 shall become effective December 5, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44–18605; Filed, Dec. 8, 1944; 9:14 a. m.]

[Region VI Rev. Order G–43 Under MPR 329]

MILK PRICES FOR SUBURBAN CHICAGO, ILLINOIS MARKETING AREA

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.408 (b) of Maximum Price Regulation No. 329; *It is ordered:* That Regional Order No. G–43 under General Maximum Price Regulation No. 329 be redesignated as Revised Order No. G–43 under Maximum Price Regulation No. 329 and that it be revised and amended to read as follows:

(a) *Maximum producer prices.* The maximum price for milk which purchasers whose plants or distributing stations are located in or who dispose of such milk as Class I milk in the Suburban Chicago, Illinois Marketing Area may pay to producers shall be the minimum producer price for milk established under Order No. 69, issued July 20, 1944, by the War Food Administration pursuant to the Agricultural Marketing Agreement Act of 1937, as amended.

(b) *Addition of transportation or other charges.* (1) The maximum price established by paragraph (a) of this order is the maximum price for milk f. o. b. purchaser's plant. Where the transportation charge or any part thereof is paid by the purchaser, the total amount paid for transportation, plus the amount received by the producer, shall not be in excess of the price set forth in paragraph (a) of this order, except that in the Calumet Marketing Area purchasers whose plants or distributing stations are located in that area may in addition to the maximum price established by paragraph (a) of this order pay not more than 7¢ per cwt. where the transportation charges to the purchaser's plant is 25¢ per cwt. or less, or not more than 8½¢ per cwt. where the transportation charge to the purchaser's plant is in excess of 25¢ per cwt.

(2) Where the purchaser hauls the milk to his plant in a conveyance owned,

leased or operated by him, he shall deduct from the maximum price set forth in paragraph (a) of this order the cost of such transportation. The "cost of such transportation" shall be the lowest established maximum price which may lawfully be charged by milk haulers or other carriers for hire for the hauling of milk to the purchaser's plant. From such "cost of transportation" there may be deducted by purchasers where plants or distributing stations are located in the Calumet Marketing Area not more than 7¢ per cwt. where the "cost of transportation" is 25¢ per cwt. or less or not more than 8½¢ per cwt. where the "cost of transportation" exceeds 25¢ per cwt. For the purposes of this order, the term "transportation" shall include any payment or inducement of any kind or character paid by any producer or purchaser or any compensation or award paid to milk haulers for obtaining patrons, promptness of delivery, care, upkeep or insulation of trucks or truck bodies, compliance with sanitary requirements, or any other reasons or purposes.

(3) A purchaser whose plant or distributing station is located in the Calumet Marketing Area who purchases and distributes "high butterfat milk" may, if he customarily paid a premium for the transportation of "high butterfat milk" to his plant or distributing station, make application to the Regional Office of the Office of Price Administration for the establishment of a transportation charge which he may pay over and above the maximum prices established by this order. The application shall set forth the name of the applicant; the address or addresses of his plant or distributing stations; the amount customarily paid as a premium for the hauling of "high butterfat milk"; the names of the persons to whom paid; the amount of transportation charges requested and such other information as may be required by the Regional Administrator. The Regional Administrator may by order establish a transportation charge for hauling "high butterfat milk" over and above that provided for by this order.

(c) *Definitions.* (1) Unless the context otherwise requires, the definitions set forth in § 1351.404 of Maximum Price Regulation No. 329 and section 304 of the Emergency Price Control Act of 1942, as amended, shall be applicable to the terms used herein.

(2) Suburban Chicago, Illinois Marketing Area shall mean all the territory geographically included within the city of Barrington, in Lake County, the Townships of Dundee, Elgin, St. Charles, Geneva, Batavia and Aurora in Kane County, Cook, DuPage and Will Counties, Illinois, and all of the territory geographically included within the townships of North, Calumet and Hobart in Lake County, Indiana, except the territory lying within the corporate limits of the cities and villages of Chicago, Evanston, Wilmette, Kenilworth, Winnetka, Glencoe and Oak Park in the state of Illinois.

(3) Calumet Marketing Area means all of the territory lying within the geographic limits of North, Calumet and Hobart Townships, Lake County, Indiana, and the cities of Calumet City and Chicago Heights in Cook County, Illinois.

(4) "High butterfat milk" shall mean cow's milk having a butterfat content of 4.5% or more.

(d) *Relation to Office of Price Administration regulations.* Except as modified by this order, the provisions of Maximum Price Regulation No. 329 shall remain in full force and effect.

(e) *Revocability.* This order may be revoked, amended or corrected at any time.

This order has been approved by the Midwest Field Representative, Dairy & Poultry Branch, Office of Distribution of the War Food Administration.

This order shall be effective the 15th day of November 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681).

Issued this 15th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18006; Filed, Dec. 8, 1944; 9:18 a. m.]

[Region VI Order G-45 Under 1MPR 339]

FLUID MILK IN DESIGNATED COUNTIES IN ILLINOIS

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.403 of Maximum Price Regulation No. 329; it is ordered:

(a) *Maximum producer prices.* (1) The maximum price which milk distributors located in St. Clair County, and in Madison County, except in the townships of Godfrey, Foster, Moro, Alton, Wood River and Ft. Russell, in Madison County, Illinois, and except those distributors who are subject to paragraph (b) (2) of this order may pay to producers for milk sold for human consumption in fluid form shall be $2.80 for 3.5% butterfat content milk, plus not more than 5¢ for each 1/10 of a pound of butterfat in excess of 3.5% and minus not less than 5¢ for each 1/10 of a pound below 3.5%.

(2) The maximum price which distributors subject to Order No. 3, as amended, issued by the War Food Administrator pursuant to the Agricultural Marketing Agreement Act of 1937, as amended, for the "St. Louis, Missouri, Marketing Area" may pay to producers shall be the minimum producer price for milk established under such order, or the highest price paid during January 1943 plus the amount by which the minimum producer price for milk has been increased over January 1943 by that order.

(b) *Applicability of producer prices.* (1) Maximum prices established by paragraph (a) (1) of this order shall apply to all purchases of milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within St. Clair County and in Madison County, except the townships of Godfrey, Foster, Moro, Alton, Wood River and Ft. Russell, in Madison County, Illinois, and except those distributors affected by the provisions of paragraph (b) (2) hereof, or who sell within such communities 50% or more of the milk sold by them.

(2) Maximum prices established by paragraph (a) (2) of this order shall apply to all purchases of milk from producers by distributors who are subject to the provisions of Order No. 3, as amended, issued pursuant to the Agricultural Marketing Agreement Act of 1937, as amended, and affecting the "St. Louis, Missouri, Marketing Area."

(c) *Definitions.* (1) Unless the context otherwise requires, the definitions set forth in § 1351.404 of Maximum Price Regulation No. 329 and section 304 of the Emergency Price Control Act of 1942, as amended, shall be applicable to the terms used herein.

(2) "St. Louis, Missouri, Marketing Area" means the territory within the corporate limits of the cities of St. Louis, Kirkwood, and Valley Park, Missouri; the territory within St. Ferdinand, Normandy, Clayton, Jefferson, Lemay and Gravois townships in St. Louis County, Missouri; and the territory within Scott Field Military Reservation, and East St. Louis, Centreville, Cantsen, and Stites Townships in St. Clair County, Illinois.

(d) *Relation to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk than he paid in January 1943. Except as modified by this order, the provisions of Maximum Price Regulation No. 329 shall remain in full force and effect and shall not be evaded by any change in the customary delivery practices or other business or trade practices in effect in January 1943.

This order supersedes all orders previously issued by the Regional Administrator of the Office of Price Administration for Region VI, establishing maximum prices which distributors may pay to producers for fluid milk for human consumption within the geographical boundaries of the communities described in this order.

(e) *Revocability.* This order may be revoked, amended or corrected at any time.

This order has been approved by the Regional Director of the War Foods Administration.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 21st day of November 1944.

Effective November 27, 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18007; Filed, Dec. 8, 1944; 9:17 a. m.]

[Region VI Order G-46 Under MPR 329]

FLUID MILK IN CLINTON, IOWA, AREA

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.408 (b) of Maximum Price Regulation No. 329, it is ordered:

(a) *Maximum producer prices.* The maximum price for milk f. o. b. purchaser's plant which purchasers whose plants or distributing stations are located in or who dispose of such milk as Class I milk in the Clinton, Iowa, Marketing Area may pay to producers shall be the minimum producer price for milk established under Order No. 70, issued September 20, 1944, by the War Food Administration pursuant to the Agricultural Marketing Agreement Act of 1937, as amended.

(b) *Transportation or other charges.* 1. The maximum price established by paragraph (a) of this order is the maximum price for milk f. o. b. purchaser's plant. Where the transportation charges or any part thereof are paid by the purchaser, the total amount paid for transportation, plus the amount received by the producer, shall not be in excess of the price set forth in paragraph (a) of this order.

2. Where the purchaser hauls the milk to his plant in a conveyance owned, leased or operated by him, he shall deduct from the maximum price set forth in paragraph (a) of this order the cost of such transportation. The "cost of such transportation" shall be the lowest established maximum price which may lawfully be charged by milk haulers or other carriers for hire for the hauling of milk to the purchaser's plant. For the purposes of this order, the term "transportation" shall include any payment or inducement of any kind or character paid by any producer or purchaser or any compensation or award paid to milk haulers for obtaining patrons, promptness of delivery, care, upkeep or insulation of trucks or truck bodies, compliance with sanitary requirements or any other reasons or purposes.

(c) *Definitions.* 1. Unless the context otherwise requires, the definitions set forth in § 1351.404 of Maximum Price Regulation No. 329 and section 304 of the Emergency Price Control Act of 1942, as amended, shall be applicable to the terms used herein.

2. "Clinton, Iowa, marketing area" shall mean the territory lying within the corporate limits of the city of Clinton and that part of Camanche Township, including the city of Camanche, lying east of sections 2, 11, 14, 23, 26 and 35, all in Clinton County in the State of Iowa.

(d) *Relation to Office of Price Administration regulations.* Except as modified by this order, the provisions of Maximum Price Regulation No. 329 shall remain in full force and effect.

(e) *Revocability.* This order may be revoked, amended or corrected at any time.

This order has been approved by the Midwest Field Representative, Dairy & Poultry Branch, Office of Distribution of the War Food Administration.

This order shall be effective the 28th day of November 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 23d day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18608; Filed, Dec. 8, 1944; 9:17 a. m.]

[Region VI Order G-103 Under MPR 280 and MPR 329]

FLUID MILK IN MACOUPIN COUNTY, ILL.

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, by § 1351.807 (a) of Maximum Price Regulation No. 280, and by § 1351.408 (a) of Maximum Price Regulation No. 329, *It is ordered:*

(a) *Maximum producer prices.* The maximum price which distributors may pay to producers for milk sold for human consumption in fluid form shall be $3.05 per cwt. for 3.5% milk, plus not more than 5¢ for each 1/10 of a pound of butterfat in excess of 3.5% and minus not less than 5¢ for each 1/10 of a pound of butterfat below 3.5%.

(b) *Applicability of producer prices.* Paragraph (a) of this order shall apply to all purchases of milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within Staunton Township, Macoupin County, Illinois, or who sell within that township 50% or more of the milk sold by them. Prices provided for in paragraph (a) of this order shall apply only to purchases from producers from whom distributors covered by this order purchased milk between August 1, 1943, and September 30, 1943 and are not applicable to purchases from producers who did not in those months sell distributors located in Staunton, Township, Macoupin County, Illinois.

(c) *Maximum distributor prices.* The maximum prices for the sale and delivery of fluid milk at wholesale and retail in Cahokia, Gillespie, Mt. Olive, Dorchester and Staunton Townships, Macoupin County, Illinois, shall be the maximum prices established under the General Maximum Price Regulation, or Maximum Price Regulation No. 280, whichever shall be applicable, or the following prices, whichever shall be higher:

STANDARD BUTTERFAT CONTENT MILK

Container size	Wholesale	Retail
Gallon (bulk)	$0.40	
Gallon (bottled)	.40	$0.46
½ gallon	.21	.24
Quart	.11	.13
Pint	.06	.07
½ pint	.03	.05
CHOCOLATE MILK		
Quart	$0.11	$0.13
Pint	.06	.07
½ pint	.03	.05
BUTTERMILK		
Quart	$0.09	$0.10
Pint	.07	.08
½ pint	.03	.05

(d) *Applicability of distributor prices.* For the purpose of paragraph (c) of this order, sales and deliveries within the townships of Cahokia, Gillespie, Mt. Olive, Dorchester and Staunton in Macoupin County, Illinois, shall mean:

(1) All sales made within the geographic limits of the townships of Cahokia, Gillespie, Mt. Olive, Dorchester and Staunton, in Macoupin County, Illinois, and all sales at or from establishments located in the Cahokia, Gillespie, Mt. Olive, Dorchester and Staunton townships in Macoupin County, Illinois.

(2) All sales of fluid milk by a seller at retail at or from an establishment obtaining the major portion of its supply of milk from a seller at wholesale located within the townships of Cahokia, Gillespie, Mt. Olive, Dorchester and Staunton, in Macoupin County, Illinois.

(e) *Maximum distributor prices for sales to the Army and Navy.* The maximum price for the sale and delivery of fluid milk to the Army and Navy shall be the price at wholesale computed under paragraph (c) of this order for the particular size and type of container, plus whichever of the following provisions is the higher:

(1) One-half cent per quart or a proportionate amount for a part of a quart.

(2) The actual transportation costs from the seller's plant to the point of delivery at the lowest common carrier rate.

(f) *Definitions.* (1) "Standard butterfat content milk" shall mean cow's milk having a butterfat content of not less than 3.2% or the legal minimum established by statute or municipal ordinance, distributed and sold for consumption in fluid form as whole milk.

(2) "Sales at wholesale" shall include all sales to retail stores, restaurants, army camps, prisons, schools, hospitals and other institutions.

(3) "Army" or "Navy" means the War Department or the Department of the Navy of the United States, including such Departments' sales stores, commissaries, ships' stores, officers' messes and stores operated as Army canteens or post exchanges.

(g) *Relation to Office of Price Administration regulations.* No purchaser shall pay a larger proportion of transportation costs incurred in the delivery or supply of milk than he paid on deliveries during January 1943. Except as otherwise herein provided, the provisions of the General Maximum Price Regulations, Maximum Price Regulation No. 280 and Maximum Price Regulation No. 329 shall remain in full force and effect and shall not be evaded by any change in the customary delivery, business or trade practices in effect during the base period established by those regulations.

(h) *Revocability.* This order may be revoked, amended or corrected at any time.

The portion of this order which applies to prices which may be paid to producers has been approved by the Regional Administrator of the War Food Administration.

This order shall be effective November 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 15th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-18609; Filed, Dec. 8, 1944; 9:20 a. m.]

[Spokane Order G-4 Under 18 (c)]

FIREWOOD IN IDAHO COUNTY, IDAHO

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Spokane District Office of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation and Order of Delegation No. 34 under General Order No. 32, *It is hereby ordered:*

(a) The maximum prices for certain sales and deliveries of specified kinds of firewood in Idaho County, Idaho, as established by sections 2 and 3 of the General Maximum Price Regulation or by any previous order issued pursuant to such regulation or to any supplementary regulation thereto, are hereby modified so that the maximum prices therefore shall be the prices set forth in paragraphs (b) and (c).

(b) The maximum prices for sales of fir, tamarack, and pine forest wood, green or dry, in the above named area shall be as follows:

(1) For sales in the woods:

16 in. lengths or shorter, $3.00 per cord.

(2) For sales delivered to the premises of the consumer:

4 ft. lengths, $11.00 per cord;
16 in. lengths or shorter, $14.00 per cord;
16 in. lengths, $5.60 per rick;
12-in. lengths, $4.70 per rick.

(c) *Definition of cord.* A cord is defined as 192 cu. ft. (loose) or 128 cu. ft. (ricked).

(d) If in March, 1942, the seller had an established practice of giving allowances, discounts, or other price differentials to certain classes of purchasers, he must continue such practice, and the maximum prices fixed by the order must be reduced to reflect such allowances, discounts, and other price differentials.

(e) Lower prices than the maximum prices established by this order may be charged, demanded, offered, or paid.

(f) Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale.
(2) The name and address of the buyer and seller.
(3) The quantity of firewood sold.
(4) Description of firewood sold, in the same manner as it is described in this order. (This shall include kind of wood, i. e., hard, soft, or mixed, and length of pieces of wood).
(5) Place of sale.
(6) The total price of the wood.

On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying and stacking, and the charge made for each such service. The seller shall keep an exact copy of such invoice or memorandum for a period of two years and such copy shall be made available for inspection by the Office of Price Administration.

(g) Violations of this order shall subject the violator to all of the criminal and civil penalties provided by the Emergency Price Control Act of 1942, as amended.

(h) In so far as Order G-59 under § 1499.18 (c), as amended, of the General Maximum Price Regulation, issued on September 20, 1943, by the San Francisco Regional Office, applies to Idaho County, Idaho, said order is hereby superseded and revoked.

(i) This order may be revoked, amended, or corrected at any time.

NOTE: The record-keeping provision of this order has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. This order shall become effective upon its issuance.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 28th day of November 1944.

DAVE S. COMY,
District Director.

[F. R. Doc. 44-18611; Filed, Dec. 8, 1944, 9:17 a. m.]

[Portland Order G-7 Under 18 (c), Amdt. 1]

FIREWOOD IN LANE COUNTY, ORE.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation and by Revised General Order No. 32, *It is hereby ordered,* That Order No. G-7 under § 1499.18 (c) as amended, of the General Maximum Price Regulation is amended in the following respects.

1. Paragraph (a) (2) is redesignated paragraph (a) (3) and a new paragraph (a) (2) is added to read as follows:

(2) For the specified mills or dealers, the maximum price shall be $5.25 per cord of 4' or 12" to 16" dry slabwood f. o. b. railroad car.

This amendment to Order No. G-7 shall become effective September 16, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 16th day of September 1944.

MCDANIELL BROWN,
District Director.

[F. R. Doc. 44-18612; Filed, Dec. 8, 1944; 9:15 a. m.]

[Portland Order G-10 Under 18 (c) Amdt. 1]

FIREWOOD IN CANNON BEACH-SEASIDE-ASTORIA, ORE., AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Office of Price Administration by § 1499.18 (c) as amended, of the General Maximum Price Regulation and by General Order No. 32, *It is hereby ordered,* That Order No. G-10, under § 1499.18 (c) as amended of the General Maximum Price Regulation is amended in the following respects:

1. Paragraph (a) is amended to read as follows:

(a) The maximum prices as established by sections 2 and 3 of the General Maximum Price Regulation or by any previous order issued pursuant to such regulation or to any supplementary regulation thereto, for the sale and delivery of the types of foreign firewood specified below in the Cannon Beach-Seaside-Astoria area, are hereby adjusted so that the maximum prices therefor shall be:

Maximum Prices Delivered to Premises of Buyer in the Cannon Beach-Seaside-Astoria Area

Type of foreign firewood:	(Per cord)
4' dry slabwood	$11.50
16" dry slabwood	12.50
4' green slabwood	8.50
16" green slabwood	9.50

2. Paragraph (b) (1) is redesignated paragraph (b) (2) and a new paragraph (b) (1) is added to read as follows:

(1) "Foreign" wood as used in this order means wood of the specified type and length not produced in either Columbia or Clatsop County in the state of Oregon but imported into the Cannon Beach-Seaside-Astoria Area from more distant sources of supply.

3. Paragraph (d) is redesignated paragraph (e) and a new paragraph (d) is added to read as follows:

(d) Every seller affected by this order shall remain subject to all other provisions of the General Maximum Price Regulation.

This amendment to Order No. G-10 shall become effective November 14, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 15th day of November 1944.

McDANNELL BROWN,
District Director.

[F. R. Doc. 44-18613; Filed, Dec. 8, 1944; 9:15 a. m.]

RECONSTRUCTION FINANCE CORPORATION.

INSTALMENT SALES AND LEASES OF TRANSPORT AIRCRAFT

MEMORANDUM OF UNDERSTANDING WITH FOREIGN ECONOMIC ADMINISTRATION

Memorandum of understanding between Reconstruction Finance Corporation and Foreign Economic Administration regarding Instalment Sales and Leases of Class B (Transport) Aircraft under Surplus War Property Administration Regulation No. 4.

The undersigned disposal agencies are authorized by Surplus War Property Administration Regulation No. 1 (9 F.R. 5096) and Regulation No. 4 (9 F.R. 11727) to dispose of Class B (transport) aircraft by various methods, including lease and instalment sale. Arrangements presently authorized include the following features applicable to leases and instalment sales respectively: (1) The lessee (a) may terminate the lease at any time without penalty and (b) may acquire full title to the leased airplane at any time by paying the difference between the individual aircraft price and the rental theretofore paid, and (2) the right to terminate the instalment sale contract at any time, without penalty, is vested in the purchaser.

The desirability of these features was discussed at a meeting of the Interdepartmental Working Committee on Surplus Aircraft Disposal, held 3 November 1944, at which meeting there were present, among others, representatives of the undersigned disposal agencies and of the Surplus War Property Administration. It was agreed that, for the present, the features above referred to should be modified or eliminated because present conditions do not appear to require the use of all of them. The working Committee accordingly unanimously agreed that for the present it should be the policy of the disposal agencies not to permit termination of leases during the first year of their term and to limit the use of the other features in question.

This Memorandum of Understanding accordingly evidences the agreement of the undersigned disposal agencies, acting under Surplus War Property Administration Regulation No. 1 and Regulation No. 4, that for the present:

(1) They will not provide in leases of Class B aircraft for termination thereof at the option of the lessee until the end of the first year of the term, and;

(2) They will not grant options to purchase in connection with leases which are terminable as aforesaid, and;

(3) They will not include in contracts for instalment sales of Class B aircraft a provision permitting the purchaser to terminate the same at his option, except that a purchaser may obtain a contract giving him title, with termination and payment provisions equivalent to those which are available to lessees, if in such contract the Government has the right to reacquire title at the end of the term, or upon termination or default by the purchaser.

This agreement shall be effective upon its approval by the Surplus War Property Administrator.

RECONSTRUCTION FINANCE CORPORATION,
By CHARLES B. HENDERSON,
Chairman.

FOREIGN ECONOMIC ADMINISTRATION,
By WILLIAM W. BRINCKERHOFF,
Chief, Air Transport Division.

Approved: December 1, 1944.

W. L. CLAYTON,
Surplus War Property Administrator.

[F. R. Doc. 44-18619; Filed, Dec. 8, 1944; 10:10 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-987]

NATIONAL FUEL GAS CO.

ORDER GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 5th day of December 1944.

National Fuel Gas Company, a registered holding company, having filed an application with the Commission, pursuant to the Public Utility Holding Company Act of 1935 and particularly sections 9 (a) and 10 thereof, regarding the proposed purchase by National Fuel Gas Company from Healey Petroleum Corporation of all the outstanding capital stock of Jefferson County Gas Company, consisting of 500 shares of common stock, for a cash consideration of $500,000; and

A public hearing having been held after appropriate notice and the Commission having considered the record and having made and filed its findings and opinion herein;

It is ordered, That said application be and the same hereby is granted, subject to the terms and conditions prescribed in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-18617; Filed, Dec. 8, 1944; 9:22 a. m.]

[File Nos. 70-725; 59-11; 59-17; 54-25]

NORTHERN INDIANA PUBLIC SERVICE CO., ET AL.

ORDER MODIFYING CONDITION AND GRANTING EXTENSION OF TIME

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 5th day of December, A. D., 1944.

In the matter of Northern Indiana Public Service Co., La Porte Heat Corp., File No. 70-725; The United Light and Power Co., et al.; File Nos. 59-11, 59-17, 54-25; Application No. 16.

The United Light and Power Company ("Power"), a registered holding company, and La Porte Gas and Electric Company ("La Porte"), a subsidiary thereof, having filed applications and declarations and amendments thereto pursuant to sections 11, 12 (c), 12 (d) and 12 (f) of the Public Utility Holding Company Act of 1935, and Rules U-42, U-43, U-44, and U-46 promulgated thereunder, with respect to the sale by La Porte of its electric, gas and heat properties to Northern Indiana Public Service Company ("Northern"), a subsidiary of Clarence A. Southerland and and Jay Samuel Hartt, Trustees of the Estate of Midland Utilities Company, and La Porte Heat Corporation, a subsidiary of Northern, and with respect to the dissolution and liquidation of La Porte; and

The Commission having by order dated December 7, 1943, granted the applications and permitted the declarations to become effective subject to the terms and conditions, among others, prescribed in Rule U-24; and having by subsequent orders extended the time within which the transactions might be consummated to December 5, 1944; and

A request having been made by Power and La Porte that the time within which certain of the transactions set forth in the applications and declarations may be consummated be further extended to February 5, 1945; and

The Commission having considered such request and deeming it appropriate that it be granted;

It is ordered, That the conditions contained in the order of December 7, 1943, be and hereby are modified to the extent necesary to extend the time within which such transactions may be consummated to February 5, 1945.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 18616; Filed, Dec. 8, 1944; 9:22 a. m.]

SURPLUS WAR PROPERTY ADMINISTRATION.

INSTALMENT SALES AND LEASES OF TRANSPORT AIRCRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN RECONSTRUCTION FINANCE CORPORATION AND FOREIGN ECONOMIC ADMINISTRATION

CROSS REFERENCE: For memorandum of understanding between the Reconstruction Finance Corporation and the Foreign Economic Administration regarding sales and leases of Class B (transport) aircraft under Surplus War Property Administration Regulation 4, approved December 1, 1944 by the Surplus War Property Administrator, see Reconstruction Finance Corporation, this issue.